### WINDOW CLEA

### **BACKGROUND:**

These Terms and Conditions are cleaning services by <<Insert Co who require window cleaning se Please read them carefully and e any questions, please contact us.

These Terms and Conditions app the Consumer Rights Act 2015.

### 1. **Definitions and Interpreta**

1.1 In these Terms an

following expression "Agreed Times" "Agreement" "Business" "Consumer" "Model Cancellation Form" "Monthly Fee" "Order" "Property" "Quotation"



h apply to the provision of window ne>> ("the Trader") to customers t their home on a regular basis. d and agree to them. If you have

ner is a "Consumer" as defined by

e context otherwise requires, the anings:

You and We agree for Us to have to provide the Window Cleaning n the Agreement];

vriting into which You and We will Quotation. The Agreement will ject to, these Terms and ard form of Agreement is attached

ade, craft or profession carried on rson or organisation;

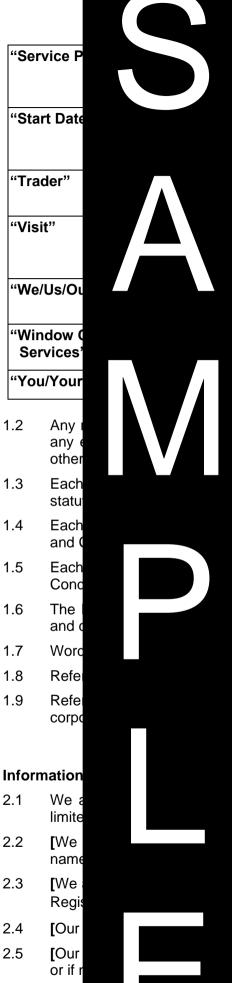
s defined by the Consumer Rights n to these Terms and Conditions stomer of the Trader who ling Services for their personal holly or mainly outside the

to pay for the Window Cleaning

est for Us to provide the Window

detailed in the Order and the e are to provide the Window

e give to You in accordance with ervices We will provide to You arge:



period of one month beginning on the Start repeating until the Agreement is cancelled or

he date You and We agree on for Us to start the Window Cleaning Services as specified in

Is or Our employee who will be responsible for the Window Cleaning Services;

ny occasion, scheduled or otherwise, on which the Property to provide the Window Cleaning

ne Trader and includes all employees, agents contractors of the Trader;

ne window cleaning services We will provide as I in the Agreement; and

Consumer who is a customer of the Trader.

d any similar expression, includes a reference to whether sent by e-mail [or] [text message,] or

or provision of a statute is a reference to that ed or re-enacted at the relevant time.

ns and Conditions" is a reference to these Terms

is a reference to a schedule to these Terms and

Terms and Conditions are for convenience only ation of these Terms and Conditions.

humber will include the plural and vice versa.

include any other gender.

less the context otherwise requires, include

### 2.

2.5

type, e.g. sole trader, partnership, LLP, private

insert trading name if different from company

try of Registration>> under number <<Company

Registered Office>>.]

insert address if different from registered office

### 2.6 [Our VAT number is

- 2.7 [We are regulated b
- 2.8 [We are a member
- 2.9 [<<Insert further info

### 3. Communication and Con

- 3.1 If You wish to conta telephone at <<inse
- 3.2 In certain circumsta Clauses throughou writing You may use
  - 3.2.1 contact Us b
  - 3.2.2 contact Us b

### 4. Orders

- 4.1 We accept orders telephone, internet
- 4.2 When placing an C Services required. Property, the number Property and the frorder form containing will be set out in the
- 4.3 Once the Order is and send it to You the required Month!
- 4.4 If We decide that V will inform you of the
- 4.5 Before You accept may request change requested changes all amendments ma
- 4.6 You may accept a signing and dating e.g. 21 calendar d applicable, a revise
- 4.7 If You wish to make please contact Us accommodated. We result and We will paccommodate the revised Quotation.
- 4.8 When You have ret the revised Quotat accordance with the

.]

ılator(s)>>.]

ociation(s) etc.>>.]

omplaints, You may contact Us by at <<insert email address>>.

Us in writing (as stated in various nditions). When contacting Us in

address>>; or

rt name>>, <<insert address>>.

ervices via <<insert methods e.g.

it, in detail, the Window Cleaning le the location and size of the nas, the number of windows in the ed. [We will provide You with an red information.] [All such details

o Us, We will prepare a Quotation ss post. The Quotation will set out

rder and provide a Quotation, We

make changes to the Order and nending the Quotation to show the e Quotation to incorporate any or

plicable, a revised Quotation, by ng it to Us within <<insert period, 'e issue the Quotation or, where

rder after accepting the Quotation, ether or not the change/s can be nanges to the fees payable as a on where We decide that We can ested. You may then accept that

d Quotation or, where applicable, any blanks in the Agreement in attach a copy of the Order and acce returi legall requi them

4.9 The Orde You Gus.

Igreement, sign and date the Agreement, and gn and date the Agreement and return it to Us, a en You and Us will at that time come into effect findow Cleaning Services and for You to pay for

ance of an Order or Quotation or any revised Us shall not have any legally binding effect on Agreement is signed and dated by both You and

### 5. Fees and Pa

- 5.1 We v
  - 5.1.1
  - 5.1.2
  - 5.1.3
  - 5.1.4
- 5.2 The VAT
- 5.3 We V
- 5.4 You recei
- 5.5 We a
  - 5.5.1
  - 5.5.2
  - 5.5.3
  - 5.5.4
- 5.6 If You the or of << Interesponding
- 5.7 If You not c

Fee based on the following factors:

quency of visits>>

mber of windows>>

se of access to windows>>

of any VAT chargeable. If the rate of any such he amount of VAT that You must pay.

end of each Service Period for the Window uring that Service Period.

ithin <<insert period e.g. 30 calendar days>> of

ods of payment:

redit/debit card>>;

ash>>;

heque>>;

s as required>>.

by the due date, We may charge You interest on of <<insert percentage>>% above the base rate from time to time until payment in full is made. basis from the due date until the actual date of ter judgment.

ed Us to dispute an invoice in good faith, We will a dispute is ongoing.

### 6. Window Cle

- 6.1 We speci
- 6.2 We v will c termi
- 6.3 We v

w Cleaning Services in accordance with the cepted Quotation and in the Agreement (as may writing between You and Us from time to time).

Vindow Cleaning Services on the Start Date and /indow Cleaning Services until the Agreement is cordance with these Terms and Conditions.

avours to ensure that You are always assigned

the same window of will inform You of an

- 6.4 We will ensure th reasonable care ar with best practice in
- 6.5 We will ensure that
- 6.6 We will ensure that provision of the W good any damage reasonably possible
- 6.7 If work beyond the (periodic cleaning of We will first obtain of such work to the place.

7. Problems with Our Service

- 7.1 If there is a problem have not been prov Us to repeat or fix t this is not possible.
- 7.2 We always use real Cleaning Services Window Cleaning Services reasonably possible the Window Clean practical.
- 7.3 We will not charge a problems have been determine that a information or action remedial work.
- 7.4 As a Consumer, Yo goods or services. exercising them, it Advice Bureau or T
- 7.5 If We do not perf reasonable skill and those particular ser time without inconvented.
- 7.6 If the Window Clear We have provided performance or, if the inconvenience to Y does not relate to have the right to a r
- 7.7 If for any reason W accordance with Yo

indow cleaner is unavailable, We

ng Services are performed with able standard which is consistent rket.

ant codes of practice.

suffer damage as a result of Our s. We will at Our expense make hal expense to You as soon as is

dow Cleaning Services is required to reach windows, for example) such work and will add the costs Period in which the work takes

indow Cleaning Services, i.e. they e and skill, You are entitled to ask vices, or to get a price reduction if

that Our provision of the Window ver, there is a problem with the at You inform Us as soon as is e efforts to remedy problems with as is reasonably possible and

ems under this Clause 7 where the where nobody is at fault]. If We used by incorrect or incomplete y You, We may charge You for

ts with respect to the purchase of ur legal rights and guidance on You contact your local Citizens

Window Cleaning Services with to request repeat performance of sible or done within a reasonable the right to a reduction in price;

formed in line with information that have the right to request repeat e within a reasonable time without ncerns information about Us that Window Cleaning Services), You

the Window Cleaning Services in t charge You for doing so and We



will be applied Clear result delay We a meth

of doing so. In cases where a price reduction m up to the full fees payable for the Window You have already made payment(s) to Us, may 1. Any such refunds will be issued without undue 1 14-calendar days starting on the date on which d to the refund) and made via the same payment 1 unless You request an alternative method.

## 8. Your Obliga

- 8.1 You suffice
- 8.2 If We or be will b
- 8.3 You i
- 8.4 You requi partic giver invoice
- 8.5 If Yo impo comp reaso resul

can access the Property at the Agreed Times ow Cleaning Services.

ked gate or door, You may either give Us a key mes to give Us access. We promise that all keys v bv Us.

e access to electrical outlets and a supply of hot

nsert period e.g. 24 hours>> notice if You do not dow Cleaning Services on a particular day or at a voice for cancelled Visits provided such notice is period e.g. 24 hours>> notice is given, We will

necessary access to the Property or make it the Window Cleaning Services by failing to sion in this Clause 8, and do not have a good ice you for any additional charges incurred as a

### 9. **Complaints**

- 9.1 We a all re Ours any o
- 9.2 All co and p
- 9.3 If Yo conta
  - 9.3.1
  - 9.3.2
  - 9.3.3
  - 9.3.4

k from Our customers and, while We always use ensure that Your experience as a customer of evertheless want to hear from You if You have

accordance with Our complaints handling policy <<insert location(s)>>.

ut any aspect of Your dealings with Us, please ing ways:

d to <<insert name and/or position and/or taddress>>:]

d to <<insert name and/or position and/or t email address>>;]

form, following the instructions included with the

elephone on <<insert telephone number>> [and error number>> when prompted.]]

### 10. Cancellation of Contract

- 10.1 Where the Agreem right to a "cooling or You and Us is formed."
- 10.2 If You wish to canc inform Us immediat to the postal add Conditions). You m to.
- 10.3 To meet the cand communication cor cancellation period
- 10.4 If You exercise the paid to the Us in res
- 10.5 We will refund moi unless You have e any fees as a result
- 10.6 We will process the undue delay and, in which We are inform
- 10.7 If the Start Date fall request for provisio calendar day cooli ordering process.] I the following:
  - 10.7.1 If You cand Services ha Cleaning Se Your wish to
  - 10.7.2 The amount that have all refunded sul
  - 10.7.3 We will proc in any even Your wish to
- 10.8 Clause 11 applies to cooling off period has

### 11. Termination

- 11.1 In addition to Your may terminate the A e.g. 14 days>> writt
- 11.2 You may terminate notice if:
  - 11.2.1 We have bre to remedy t writing to do

## Period

premises", You have a statutory pegins once the contract between f 14-calendar days after that date.

the cooling off period, You should (e.g. a letter sent by post or email specified in these Terms and llation Form, but You do not have

sufficient for You to send Your f the right to cancel before the

eceive a full refund of any amount

thod used to make the payment, e. In any case, You will not incur

a result of a cancellation without eriod of 14 days after the day on

eriod, You must make an express g Services to begin within the 14uest forms a normal part of the st You acknowledge and agree to

provision of the Window Cleaning required to pay for the Window ne point at which You inform Us of

ion of the Monthly Fee. Any sums Window Cleaning Services will be ated on this basis:

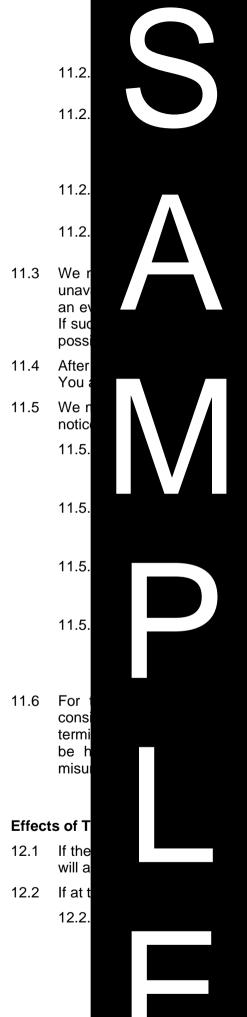
insert normal refund period>> and dar days after You inform Us of

eement after the 14-calendar day es not apply.

ting to the cooling off period, You giving Us at least <<insert period

nediate effect by giving Us written

any material way and have failed ert period>> of You asking Us in



12.

©Simply-Docs - BS.TC.14 - Wi

on or have an administrator or receiver appointed

date a change that You have requested at any ou have signed the Agreement or You do not the fees that We tell You that We will charge to change;

vide the Window Cleaning Services due to an ontrol (Force Majeure - see Clause 13);

these Terms and Conditions to Your material

ne Agreement before the Start Date due to the connel or materials, or due to the occurrence of mable control (Force Majeure – see Clause 13). ary, We will inform You as soon as is reasonably

terminate the Agreement at any time by giving g. 14 days>> written notice.

ment with immediate effect by giving You written

yment on time as required under Clause 5 (this ght to charge interest on overdue sums under

e Agreement in any material way and have failed within <<insert period>> of Us asking You in

e to provide the Window Cleaning Services for eriod>> weeks due to an event outside of Our - see Clause 13); or

with access to the Property or otherwise make it provide the Window Cleaning Services, and We contact You to re-arrange the Window Cleaning ause 8.5.

lause 11 a breach of the Agreement will be of minimal or trivial in its consequences to the whether or not a breach is material no regard will caused by any accident, mishap, mistake or

I for any reason, the provisions of this Clause 12

ayment to Us for any Window Cleaning Services ded, these sums will be refunded to You as soon ble, and in any event within 14-calendar days of . We may, however, deduct from such a refund pnable compensation for the net costs We will

incur as a r under sub-C

- 12.2.2 We have pr paid for, the if no refund required to n
- 12.3 Any Clauses which after the expiry or effect.
- 12.4 Termination will not which either You or which exist at or bef

he Agreement if We terminate it 11.5.4.

Services that You have not yet ed from any refund due to You or, bu for those sums and You will be nce with Clause 5.

their nature, relate to the period ment will remain in full force and

right to damages or other remedy t of any breach of the Agreement

### 13. **Events Outside of Our Cd**

- 13.1 We will not be liab
- If any Force Majeur 13.2 to adversely affect

  - 13.2.2 Our obligation limits that W
  - provide deta Cleaning Se
  - 13.2.4 You or We n

- under these Terms cause that is beyon Majeure causes ind provider failure, str riots and other ci subsidence, acts o undeclared, threate or other natural disa Our reasonable con
- Terms and Conditio
  - 13.2.1 We will infor
  - 13.2.3 We will infor

lay in performing Our obligations e failure or delay results from any ol ("Force Majeure"). Such Force to: power failure, internet service industrial action by third parties. on, flood, storms, earthquakes, or actual), acts of war (declared, ns for war), epidemic, pandemic, or dissimilar event that is beyond

this Clause 13 occurs that is likely y of Our obligations under these

sonably possible;

t will be suspended and any time tended accordingly;

butside of Our control is over and times or availability of Window

hent (see Clause 11).

### 14. Liability

- We will be respon-14.1 suffer as a result of of Our negligence consequence of the Us when the Agree loss or damage that
- 14.2 We will maintain insurance.
- 14.3 We provide Windo only. We make no

e loss or damage that You may rms and Conditions or as a result foreseeable if it is an obvious r if it is contemplated by You and e will not be responsible for any

surance including public liability

r domestic and private purposes tion that the Services are fit for comr to Yo any le

- 14.4 If We that o existi provi
- 14.5 [Our or bro
- 14.6 We a failur
- 14.7 Nothi Our I or fra
- 14.8 Nothi rights detai Tradi

15. How We Us

We will only Privacy Notice

## 16. Other Impo

- 16.1 We n You i as is
- 16.2 We n third occu be af third
- 16.3 You Agree
- 16.4 The person
- 16.5 If any any d validi Cond
- 16.6 No fa mear bread

strial purposes of any kind. We will not be liable loss of business, interruption to business or for ity.

he Property or anything in it, We will make good cost to You. We are not responsible for any preor to Your property that We may discover while g Services.

or damage caused as a result of Our negligence Conditions or the Agreement by Us is limited to

or damage You suffer which results from Your e instructions given by Us.

Conditions is intended to or will limit or exclude nal injury caused by Our negligence or for fraud

Conditions is intended to or will limit Your legal any consumer protection legislation. For more ase refer to Your local Citizens Advice Bureau or

### Data Protection)

as set out in Our <<insert document name, e.g. sert location(s)>>.

ange these Terms and Conditions without giving ur reasonable endeavours to inform You as soon by such changes.

obligations and rights under the Agreement to a , for example, if We sell Our business). If this writing. Your rights under the Agreement will not a under the Agreement will be transferred to the und by them.

sign) Your obligations and rights under the ss written permission (such permission not to be

ou and Us. It is not intended to benefit any other ay and no such person or party will be entitled to greement.

ment or these Terms and Conditions is held by invalid or unenforceable in whole or in part, the ons of the Agreement or these Terms and of the provision in question will not be affected.

ou in exercising any rights under the Agreement vaived that right, and no waiver by Us or You of a e Agreement means that We or You will waive

any subsequent bre

## S

ther provision.

### 17. Regulations and Informat

17.1 We are required by Additional Charges given or made avail with You (i.e. before been signed by Yo the context of the truthe Agreement or Question before You accept information will, as contract with You as

17.2 As required by the F

17.2.1 all of the info

17.2.2 any other i Cleaning Se account wh Agreement, Cleaning Se

will be a part of the

cts (Information, Cancellation and ensure that certain information is mer before We make Our contract Quotation and the Agreement has ormation is already apparent from uded the information itself either in or We will make it available to You ign the Agreement. All of that ions, be part of the terms of Our

-Clause 17.1; and

give to You about the Window Dur business which you take into t the Quotation and sign the ther decision about the Window

h You as a Consumer.

### 18. Law and Jurisdiction

- 18.1 These Terms and You and Us (whet construed in accord [Scotland].
- 18.2 As a Consumer, Your country of res reduces Your rights
- 18.3 Any dispute, contro to these Terms and You and Us (whe jurisdiction of the odetermined by Your

ent, and the relationship between wise) shall be governed by and gland & Wales] [Northern Ireland]

nandatory provisions of the law in Clause 18.1 above takes away or those provisions.

aim between You and Us relating ment, or the relationship between erwise) shall be subject to the Scotland, or Northern Ireland, as

# S

### EDULE 1

### **AGREEMENT**

nade the day of

### **BETWEEN:**

- (1) <<Name of number <<0 <<insert Add
- (2) << Name of (

egistered in <<Country of Registration>> under umber>> whose registered office is at] OR [of]

Address>> ("the Customer")

## **BACKGROUND:**

- (1) The Trader reasonable s
- (2) The Custom ("the Window
- (3) The Trader a to the attach

ing services to consumer customers and has ertise in that field.

Trader to provide the services specified below

ndow Cleaning Services to the Customer, subject and the terms of this Agreement.

### IT IS AGREED as for

### The Agreen

- 1.1 This
- 1.2 In thi they
- 1.3 A leg We s
- 1.4 We d You appa
  - 1.4.1
  - 1.4.2
  - 1.4.3
  - 1.4.4
  - 1.4.5

the attached Terms and Conditions.

initial capital letters have the same meaning as onditions.

ween You and Us will be created when You and

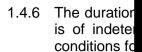
ledge that We have given or made available to n (save for where such information is already he transaction):

cs of the Window Cleaning Services;

ct details:

le for the Window Cleaning Services including cannot be calculated in advance, the manner in ted;

payment, performance and the time by which (or rtake to perform the Window Cleaning Services; ng policy;



- As required by the Additional Charges
  - 1.5.1 all of the info
  - 1.5.2 any other i Cleaning Se entering into the Window

will be part of the te

re applicable, or if this Agreement be extended automatically, the

(Information, Cancellation and

use 1.4; and

give to You about the Window ich You take into account when making any other decision about

You as a Consumer.

## 2. The Window Cleaning Se

- 2.1 We will:
  - 2.1.1 begin to pro <<insert date
  - 2.1.2 provide the <<insert tim writing;
  - 2.1.3 provide the <<insert add
  - 2.1.4 perform the specification
- 2.2 The specification fo description of service
- 2.3 You and We may a

### 3. Fees and Payment

- 3.1 You will pay a Mo Services.
- 3.2 <<Insert full details

### 4. Waiver of Cooling Off Per

- 4.1 By signing this Ag Window Cleaning S day cooling off period expire.
- 4.2 You acknowledge t pay Us for the Wind You inform Us of Y and Conditions.

ng Services on the Start Date of

ices during the Agreed Times of s as You and We may agree in

vices at the Property located at

ervices in accordance with the

ervices is [as follows: <<insert full [attached].

specification from time to time.

sum>> for the Window Cleaning

) as detailed in the Quotation>>.

Is to commence provision of the d not to wait for the 14-calendar 10 of the Terms and Conditions to

ight to cancel You will be liable to rovided up until the point at which set out in Clause 10 of the Terms

SIGNED for and on <<Name and Title o

Authorised Signatur

Date: \_\_\_\_\_

SIGNED by the Cus <<Name of Custom

Signature

Date: \_\_\_\_

rader>>

## EDULE 2 SELLATION FORM

To: <<trader to in: address>>

I/We (delete as ap my/our (delete as a

Name of consumer

Address of consum

Signature of consur

Date:

graphical address and, where available, email

notice that I/we (delete as appropriate) cancel indow cleaning services dated << >>.