



B-CLEAN CLEANING SERVICES LIMITED – STANDARD TERMS AND CONDITIONS

WINDOW CLEANING

1 CONTRACT

1.1 The present Terms and Conditions are a contract between the **Customer** and **B-Clean Cleaning Services Ltd**. Placing an order through website forms, email, social media sites, or telephone and the use of our services constitutes an acceptance of the agreement.

1.2 This agreement is made between

- B-Clean Cleaning Services Limited (the “**Supplier**”)
- Registered with Companies House, Scotland
- Company Number SC249429
- VAT Registration No 514 0372 31
- Registered office
 - 57 Laburnum Road, Methil, KY8 2HB

And

- The “**Customer**” who is the owner or responsible person authorised to act on behalf of the property owner, or authorised tenant, where the contracted Services are undertaken.

1.3 This agreement comes into effect on the date any **Services** commence or are authorised by the **Customer**.

1.4 Service is defined as any and all works undertaken by the **Supplier** on instruction from the **Customer**. This can include but is not limited to Window Cleaning and any other services as agreed.

2 COMMERCIAL TERMS

Payment

2.1 Payment Method: All payments must be made electronically via Direct Debit through GoCardless.

2.2 Failed Payments: If a payment fails, an administration fee will be charged to cover GoCardless processing costs. We reserve the right to suspend your service immediately until your account balance is fully paid.

2.3 The **Supplier** reserves the right to change the price of any contracted **Service**. Any change will be notified to the **Customer** 30 days in advance.

Cancellation

2.4 24 hours' notice from the **Customer** is required to cancel any scheduled **Service**. Cancellations made after this time may still be charged.

2.5 Two or more consecutive cancellations may result in an additional 25% cost premium being applied to the next scheduled **Service**. This will be notified in advance to the **Customer** and is applied to accommodate any additional work required as a result of the missed **Service**.

2.6 Every effort will be made by the **Supplier** to mitigate the additional charges at clause 2.4 and 2.5 however this cannot be guaranteed.

2.7 Should the **Supplier** cancel or rearrange a **Service** as much notice as possible will be provided to the **Customer**.

2.8 The **Supplier** cannot accept any responsibility or liability for any impact or additional costs incurred by the **Customer** as a result of any **Supplier** cancellation or rescheduling of a **Service**.

Termination of the Contract

2.9 The **Supplier** reserves the right to terminate the contract at any time. The **Supplier** will endeavour to provide as much notice as possible of any termination.

2.10 The **Customer** can terminate the service with 24 hours' notice. Any balance should be settled immediately upon termination.

3 LIABILITY AND INDEMNITIES

3.1 No liability is accepted by the **Supplier** for any discolouration of window frames/doors, damage or additional costs incurred by the **Customer**, or any third parties caused by the **Supplier** delivering the contracted **Service** however caused.

3.2 The **Customer** ensures that they have the authority either as the legal owners, tenants or otherwise appropriate custodian of the relevant property to instruct the **Supplier** to deliver the **Service**. The **Customer** will indemnify the **Supplier** against any costs or claims made by third parties in the event that they do not have the full legal authority to instruct the **Service**.

Special Conditions & Limitations

Water-fed pole window cleaning uses purified water and specialist equipment to clean glass, frames and, where appropriate, associated surfaces. While reasonable care will always be taken, certain materials and existing defects may present additional risks.

Wooden & Timber Window Frames

3.3 Wooden and timber frames are natural materials and may be affected by water, particularly where they are aged, weathered, porous, cracked, damaged, inadequately painted or where existing sealants, putty or coatings have deteriorated.

The **Customer** accepts that water may cause or reveal existing issues such as swelling, staining, discolouration, flaking paint, deterioration or water ingress.

The **Supplier** will take reasonable care and avoid unnecessarily saturating wooden frames. However, the **Supplier** cannot accept responsibility for damage, deterioration, staining, paint failure, water ingress or other defects arising from the existing condition, age, construction or maintenance of the timber, paintwork, sealants or putty.

Where wooden frames appear unsuitable for water-fed pole cleaning, the **Supplier** reserves the right to decline cleaning them or recommend an alternative cleaning method.

Faulty, Failed or Damaged Double-Glazing Seals

3.4 Double-glazed units rely on sealed edges to prevent moisture entering between the panes of glass. Where a seal has failed, deteriorated or become damaged, moisture or water may enter between the panes or into other parts of the window.

Any existing misting, condensation, water droplets or moisture between panes may indicate a failed or compromised sealed unit.

The **Supplier** cannot accept responsibility for water entering between panes of glass, into the glazing unit, frame or other parts of a window where seals, glazing units, frames, vents or other components are faulty, damaged, deteriorated or otherwise defective.

Such defects are considered pre-existing conditions and remain the responsibility of the **property owner**.

Where a window appears to have a defective seal or other condition that makes water-fed pole cleaning unsuitable, the **Supplier** reserves the right to decline cleaning that window.

Composite Doors

3.5 Composite doors may incorporate a variety of materials, coatings, foils, laminates and decorative finishes. The durability and reaction of these finishes can vary between manufacturers and with age, weather exposure and previous maintenance.

The **Supplier** cannot guarantee that the existing colour, coating or finish of a composite door will remain unchanged following cleaning.

Composite doors may be susceptible to fading, staining, streaking, colour variation, colour transfer or changes in appearance, particularly where the surface is aged, weathered, damaged, previously treated or where the manufacturer's coating or finish has deteriorated.

Cleaning may also reveal existing fading, weathering, staining or variations in colour that were previously obscured by dirt or deposits.

The **Supplier** will take reasonable care when cleaning composite doors and will not intentionally use excessive water or inappropriate cleaning products. However, the **Supplier** cannot accept responsibility for pre-existing or subsequently revealed deterioration, fading, discolouration, staining, coating failure or changes to the appearance of composite doors, trims or associated finishes.

Where a composite door appears excessively weathered, damaged, faded or otherwise unsuitable for water-fed pole cleaning, the **Supplier** reserves the right to decline cleaning it or recommend an alternative cleaning method.

Existing Defects & Customer Responsibility

3.6 The **Customer** is responsible for informing us of any known defects, damage, previous treatments, manufacturer's cleaning restrictions or other concerns relating to windows, frames, doors or associated surfaces before cleaning takes place.

The **Supplier** cannot be held responsible for damage or deterioration that is caused by, or arises from, a pre-existing defect, inadequate maintenance, age, weathering, faulty installation, defective materials or deterioration of the surface being cleaned.

Where the **Supplier** identifies an obvious defect or potential risk before or during cleaning, the **Supplier** may stop work on the affected area and inform the **Customer**.

Reasonable Care

The **Supplier** will carry out cleaning using reasonable care and appropriate equipment and methods. However, water-fed pole cleaning cannot be considered risk-free where existing defects or vulnerable materials are present.

By booking, requesting or accepting water-fed pole window cleaning, the **Customer** confirms that they have read, understood and accepted these special conditions and limitations.

4 PRIVACY

4.1 The **Supplier** will make all reasonable efforts to protect any personal data collected as part of this contract. All **Customer** data will be managed in accordance with applicable legislation and will not be shared to any third party without prior written consent.

5 THE SERVICE

Scheduling the Service

5.1 The **Service**, if not a one-off Service, will be delivered at intervals as agreed at the commencement of the **Service**.

5.2 Any changes to the schedule shall be discussed and agreed in advance by both parties.

Access Required

5.3 The **Customer** is responsible for ensuring that the **Supplier** can access the property safely and legally. This includes but is not limited to ensuring gates can be unlocked, keys are available (if required), and any passcodes are provided.

5.4 Safe access to undertake the **Service** is required. This includes clear walkways, and spaces below windows are clear.

5.5 Whilst the **Supplier** makes every effort to safely move any temporary and portable obstructions in the course of delivering the Service, we cannot be held liable for any damage caused to the **Customers** or any third-party property stored on site. The **Supplier** will at their discretion determine what can be safely moved or adjusted.

5.6 The **Supplier** reserves the right to not deliver all, or part of the **Service** should access not be provided safely.

5.7 The **Supplier** reserves the right to charge for any **Services** cancelled as part of clause 2.4 and 2.5. The **Supplier** will notify the **Customer** as soon as possible of any missed services and work with the **Customer** to identify any appropriate adjustment or changes required before the next scheduled **Service**.

6 SAFETY

6.1 The **Supplier** requires the **Customer** to ensure that at all times wherever possible children, pets and any other at-risk personnel stay clear of the areas where the **Service** is being carried out.

6.2 The **Supplier** reserves the right to not deliver all or part of the **Service** but may still charge in full for scheduled **Service** in the event that the **Customers** property is deemed unsafe for any reason.

6.3 The **Supplier** reserves the right to charge for any service not delivered as a result of the **Customers** property being deemed unsafe to continue.

6.4 Where possible whenever there is a safety concern, the **Supplier** will endeavour to work with the **Customer** to resolve on site.

QUALITY

7.1 The **Supplier** will endeavour to provide a high-quality **Service** to the **Customer** at every scheduled visit, if there are any concerns about the quality of the **Suppliers** work the **Customer** should raise these with the operatives on site immediately or alternatively raise with the **Supplier** within 24 hours of the completion of the scheduled **Service**. Every effort will be made by the **Supplier** to rectify any concerns as soon as possible.

7.2 Issues raised after this period will be investigated and discussed with the **Customer**, but the **Supplier** cannot guarantee a response before the next scheduled visit.