
AQUA BRIGHT WINDOW CLEANING T/A SHEARSBY SERVICES LTD
TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of Window Cleaning services by Shearsby Services Ltd t/a Aqua Bright (“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. 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 or 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 Cleaning Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
“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 Cleaning Services as set out in Clause 2;
“Property”	means Your home, as detailed in the Order and the Agreement, at which We are to provide the Window 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 one month 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 Cleaning Services as specified in the Agreement;
“Visit”	means any occasion, scheduled or otherwise, on which the Window Cleaner visits the Property to provide the Window Cleaning Services;
“We/Us/Our”	means the Trader and includes all employees, agents and sub-contractors of the Trader;
“Window Cleaner”	means Us or Our employee who will be responsible for providing the Window Cleaning Services;
“Window Cleaning Services”	means the window cleaning services We will provide as specified in the Agreement; and
“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 to 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 any 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 – Shearsby Services Ltd.
- 2.2 [We trade under the name Aqua Bright Window Cleaning.]
- 2.3 [We are registered in the UK under Company Registration Number 08355860
- 2.4 [Our registered office is at 41 Victoria Parade, Morecambe, LA4 5NX.]

- 2.5 [Our VAT number is 179299934.]
- 2.6 We are a member of the Federation of Window Cleaners and the Federation of Small Businesses.

3. Communication and Contact Details

- 3.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 01524422877 or by email at rob@abwindowcleaning.net.
- 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 at rob@abwindowcleaning.net; or
 - 3.2.2 contact Us by pre-paid post at Robert Shearsby, 41 Victoria Parade, Morecambe, LA4 5NX.

4. Orders

- 4.1 We accept orders for Window Cleaning Services via Telephone, In Person, and via our Website.
- 4.2 When placing an Order, You should set out, in detail, the Window 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 and the frequency of Visits required.
- 4.3 Once the Order is complete and submitted, we will prepare a Quotation and send it to You either by email or text message, or on a written quotation supplied. The Quotation will set out the required Fee (see Clause 5).
- 4.4 If We cannot accept your Order, We will inform you of this in writing.
- 4.5 You may make changes to the Order and Quotation before accepting it.
- 4.6 When (but not before) You have accepted Our Quotation, a legally binding contract between You and Us will be created for Us to provide the Window Cleaning Services and for You to pay for them.
- 4.7 You may accept a Quotation by informing us of your intention to do so either verbally, in writing, via email or text message. Once you have provided us with this confirmation we will then issue you with a New Customer Form which will confirm the agreement.
- 4.8 If you wish to change your Order after accepting the Quotation, please contact Us and We will tell you whether or not the change can be accommodated, along with any changes to the fees payable as a result. If we cannot accommodate the changes or the changes to the fees or other matters are not acceptable to you, you may cancel in accordance with Clause 10 and/or 11.

5. Fees and Payment

- 5.1 We will calculate the Monthly Fee based on the following factors:

- 5.1.1 Frequency of Visits
- 5.1.2 Number of Windows
- 5.1.3 Ease of Access to windows
- 5.1.4 Location
- 5.2 The Monthly Fee will show the net amount, and the amount inclusive 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 Cleaning Services provided during that Service Period.
- 5.4 You must pay each invoice within 7 days of receiving it.
- 5.5 We accept the following methods of payment:
 - 5.5.1 Bacs payment;
 - 5.5.2 Cash;
 - 5.5.3 Cheque;
- 5.6 If You do not pay an invoice by the due date, We may charge You interest on the overdue sum at the rate of 1% above the base rate of the Bank 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.
- 5.7 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 Cleaning Services

- 6.1 We will provide the Window 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 Cleaning Services on the Start Date and will continue to provide the Window Cleaning Services until the Agreement is terminated by You or Us in accordance with these Terms and Conditions.
- 6.3 We will ensure that the Window 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.
- 6.4 We will ensure that We comply with all relevant codes of practice.
- 6.5 We will ensure that no parts of the Property suffer damage as a result of Our provision of the Window Cleaning Services. We will make good any damage that occurs at no additional expense to You as soon as is reasonably possible.
- 6.6 If work beyond the normal remit of the Window Cleaning Services is required (periodic cleaning of skylights or other hard to reach windows, or Gutter Cleaning, Soffit & Fascia Cleaning 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.

7. Problems with Our Service

- 7.1 If there is a problem with the result of the Window Cleaning Services, i.e. they have not been provided with reasonable care and skill, You are entitled to ask Us to repeat or fix the service, or to get a price reduction if this is not possible.
- 7.2 We always use reasonable efforts to ensure that Our provision of the Window Cleaning Services is trouble-free. If, however, there is a problem with the Window Cleaning Services We request that You inform Us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the Window Cleaning Services as quickly as is reasonably possible and practical.
- 7.3 We will not charge You for remedying problems under this Clause 7 where the problems have been caused by Us [or where nobody is at fault]. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, We may charge You for remedial work.
- 7.4 As a consumer, You have certain legal rights with respect to the purchase of goods or services. For full details of your legal rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards Office.
- 7.5 If We do not perform the Window Cleaning Services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You, You have the right to a reduction in price;
- 7.6 If the Window Cleaning Services are not performed in line with information that We have provided about them, You also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You (or if Our breach concerns information about Us that does not relate to the performance of the Window Cleaning Services), You have the right to a reduction in price.
- 7.7 If for any reason We are required to repeat the Window Cleaning Services in accordance with Your legal rights, We will not charge You for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full fees payable for the Job and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method.

8. Your Obligations

- 8.1 You will ensure that the Window Cleaner can access the Property at the Agreed Times to provide the Window Cleaning Services. If there are any access restrictions we will endeavour to be in contact the night before to ask you to make access available (i.e. leave gate unlocked).
- 8.2 You must give Us at least 24 hours 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 notice is given We will invoice You at the normal rate.

- 8.3 If You do not provide the required access to the Property or make it impossible for Us to provide the Window 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.

9. Complaints and Feedback

- 9.1 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.
- 9.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from our website.
- 9.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
- 9.3.1 In writing, addressed to Robert Shearsby, at 41 Victoria Parade Morecambe, LA4 5NX
- 9.3.2 By email, addressed to rob@abwindowcleaning.net
- 9.3.3 By contacting Us by telephone on 01524 422877

10. Cancellation of Contract During the Cooling Off Period

- 10.1 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. The Agreement however may be terminated at any point by either party with Immediate effect, in writing or via telephone.
- 10.2 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 the postal address, fax number or email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but You do not have to.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 If the Start Date falls within the cooling off period You must make an express request for provision of the Window Cleaning Services to begin within the 14 calendar day cooling off period. By making such a request You acknowledge and agree to the following:
- 10.6.1 If You cancel the Agreement after provision of the Window Cleaning Services has begun You will be required to pay for the Window

Cleaning Services supplied up until the point at which You inform Us of Your wish to cancel;

10.6.2 The amount due will be a fair proportion of the Fee. Any sums that have already been paid for the Window Cleaning Services will be refunded subject to deductions calculated on this basis;

10.6.3 We will process any refund within 7 working days and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.

10.7 Clause 11 applies to termination of the Agreement after the 14 calendar day cooling off period has elapsed or where it does not apply.

11. Termination

11.1 In addition to Your rights in Clause 10 relating to the cooling off period, You may terminate the Agreement at any time with immediate effect by giving Us at least 24hours notice.

11.2 You may terminate the Agreement with immediate effect by giving Us written notice if:

11.2.1 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;

11.2.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;

11.2.3 We cannot accommodate a change requested by You or You do not accept the change in the fees charged by Us to accommodate such a change;

11.2.4 We are unable to provide the Window Cleaning Services due to an event outside of Our control (see Clause 13);

11.2.5 We wish to change these Terms and Conditions to Your material disadvantage.

11.3 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.

11.4 After the Start Date, We may terminate the Agreement at any time by giving You at least 7 days written notice.

11.5 We may terminate the Agreement with immediate effect by giving You written notice if:

11.5.1 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);

11.5.2 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

11.5.3 We have been unable to provide the Window Cleaning Services for more than 12 weeks due to an event outside of Our control (see Clause 13); or

- 11.5.4 You do not provide the Window Cleaner with access to the Property or otherwise make it impossible for the Window Cleaner to provide the Window Cleaning Services, and We have been unable to contact You to re-arrange the Window Cleaning Services under sub-Clause 8.5.
- 11.6 For the purposes of this Clause 11 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.

12. Effects of Termination

- 12.1 If the Agreement is terminated for any reason, the provisions of this Clause 12 will apply.
- 12.2 If at the termination date:
- 12.2.1 You have made any payment to Us for any Window 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. We may, however, deduct from such a refund (or charge You) reasonable compensation for the net costs We will incur as a result of your breaking the Agreement if We terminate it under sub-Clauses 11.5.1, 11.5.2, or 11.5.4.
- 12.2.2 We have provided Window 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.
- 12.3 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.
- 12.4 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.

13. Events Outside of Our Control (Force Majeure)

- 13.1 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 .
- 13.2 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:
- 13.2.1 We will inform You as soon as is reasonably possible;

13.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;

13.2.3 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;

13.2.4 You or We may terminate the Agreement (see Clause 11).

14. Liability

14.1 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.

14.2 We will maintain suitable and valid insurance including public liability insurance.

14.3 We provide Window Cleaning Services for domestic and Commercial purposes only.. 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.

14.4 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.

14.5 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.

14.6 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.

14.7 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.

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

We will only use Your personal data as set out in Privacy Notice available from abwindowcleaning.net.

16. Other Important Terms

16.1 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.

16.2 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.

- 16.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 16.4 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.
- 16.5 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.
- 16.6 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.

17. Regulations and Information

17.1 We are required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before You have accepted the Quotation and the Agreement has been signed) except where that information is already apparent from the context of the transaction. We have included the information itself either in the Agreement or Quotation for You to see, or We will make it available to You before the Agreement is signed and you accept the Quotation. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

17.2 As required by the Regulations:

17.2.1 all of the information described in sub-Clause 17.1; and

17.2.2 any other information which We give to You about the Window Cleaning Services, or about Us or Our business which you take into account when deciding to accept the Quotation and sign the Agreement, or when making any other decision about the Window Cleaning Services,

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

18. Law and Jurisdiction

18.1 These Terms and Conditions, the Agreement, 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].

18.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.

- 18.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Agreement, 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.

SCHEDULE 1

NEW CUSTOMER FORM

Date:

Customer Name:.....

Customer Address:.....

Dear,

Thank you for selecting Shearsby Services Ltd t/a Aqua Bright to handle your cleaning needs. The following agreement lays out the details for this order. Please keep a copy for your records. For Full details of our Terms of Service please visit our website at www.abwindowcleaning.net/terms.

Your order consists of a cleaning service to be carried out at your property.

Details of work being carried out below:

.....
.....
.....
.....

We have agreed that the cost for this will be £.....inc Vat per visit, and will be payable within 7 days on receipt of an invoice, by Bank Transfer, Cash or Cheque. An Invoice will be supplied once the work has been completed.

You have a statutory right to a 'cooling off' period. This period begins once the agreement between You and Us is formed and ends at the end of 14 calendar days after that date. The Agreement however may be terminated at any point by either party with Immediate effect, by contacting 01524 422877, or emailing rob@abwindowcleaning.net or by writing to us at 41 Victoria Parade, Morecambe, LA4 5NX.

Yours Sincerely,



Robert shearsby
Shearsby Services Ltd t/a Aqua Bright



SCHEDULE 2

MODEL CANCELLATION FORM

To: <<trader to insert trader's name, geographical address and, where available, fax number and email address>>

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: