

## **DALL CLEANING COMPANY LTD**

### **TERMS AND CONDITIONS FOR THE PROVISION OF EXTERIOR CLEANING SERVICES**

#### **1. DEFINITIONS AND INCORPORATION**

1.1 "The Company" refers to Dall Cleaning Company Limited, Company Number: 12297490, whose registered address is TML House, 1a The Anchorage, Gosport, Hampshire, PO12 1LY.

1.2 "The Customer" refers to the person or persons (including bodies corporate) requesting services for their property, site, development, project, building or premises.

1.3 "Services" means the window, roof, driveway, brickwork, or wall cleaning (or any other cleaning service).

1.4 "The Quotation" means the written offer provided by the Company detailing the scope of work and the price.

1.5 These Terms and Conditions apply to all contracts between the Company and its Customers to the exclusion of all other terms. Any instruction to proceed with the work, whether verbal or written, constitutes an absolute acceptance of the Quotation and these Terms.

1.6 These terms and conditions shall be deemed to be incorporated in any contract, agreement or Order between the Company and the Customer and shall be in substitution for any other terms and conditions introduced before or after the date of the Quotation. No amendment to these terms shall be effective save where expressly agreed by a Director of the Company.

#### **2. THE CONTRACT AND STATUTORY RIGHTS**

2.1 These Terms are governed by the Consumer Rights Act 2015. The Company is under a legal duty to supply services that are in conformity with the contract, performed with reasonable care and skill.

2.2 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if this contract is entered into away from the Company's premises (e.g., at the Customer's home), the Customer has a 14-day cooling-off period to cancel without penalty.

2.3 By requesting that the Services commence before the expiry of the 14-day cancellation period, the Customer acknowledges that they will be liable for the cost of any Services provided up to the point of cancellation.

2.4 The Customer warrants that due to the nature of the services provided, if works are completed within the 14-day cancellation period as a result of the Customers instruction (clause 2.3), the Company shall not be required to provide any refund.

### 3. SCOPE OF WORKS AND LIMITATIONS

3.1 The Services are strictly limited to those items expressly detailed within the Quotation. Any additional areas identified during the process will require a further Quotation and agreement thereby amending the contract price.

3.2 "Within Reason" Limitation: The Customer acknowledges that high-powered steam and water washing are restorative processes. Where surfaces (including but not limited to brickwork, pointing, mortar, or roof tiles) are aged, weathered, or naturally degraded, the Company's obligation is to clean the surface "within reason."

3.3 The Company shall not be liable for any further degradation, crumbling, or loss of material from surfaces that are already in a state of disrepair or are structurally unsound.

3.4 For roof cleaning, the Company does not guarantee the "as-new" appearance of tiles if the original protective coating has already been lost through age or environmental factors.

3.5 Where requested and explicitly provided for within the Quotation, the Company will undertake a small sample test to determine the level of finish that can be safely achieved. All reasonable endeavours will then be made to attain this finish across the project strictly in accordance with clause 3.2.

3.6 Maintenance Cycles: The Company offers regular maintenance cleaning on a cycle of 4, 8, or 12 weeks.

3.7 While every effort is made to adhere to the agreed schedule, the Customer acknowledges that exterior cleaning is weather-dependent. The Company reserves the right to adjust the scheduled date by several days either side of the expected date without prior notice to account for operational or meteorological requirements.

3.8 Contract Duration: Regular cleaning cycles are ongoing until terminated in accordance with Clause X

### 4. QUOTATIONS AND DEPOSITS

4.1 Quotations are valid for a period of 30 days from the date of issue.

4.2 The Company reserves the right to request a deposit (the "Deposit") at its absolute discretion before works commence. This Deposit is non-refundable if the Customer cancels the Services outside of their statutory 14-day cooling-off period.

4.3 If a Deposit is requested, the Company will not schedule or commence work until the Deposit has been cleared in full.

## 5. CUSTOMER OBLIGATIONS

5.1 The Customer must ensure that the Company has uninterrupted access to the property and a reliable water supply (unless otherwise agreed in writing).

5.2 It is the Customer's responsibility to ensure all windows and doors are fully closed and sealed prior to the commencement of high-pressure washing.

5.3 The Customer must move any fragile items, garden furniture, or vehicles that may be affected by spray or debris. The Company accepts no liability for damage to items left within the work zone.

5.4 The Customer must ensure that all surfaces are in an appropriate condition for high-pressure washing, and the Company accepts no liability in respect of any damage occasioned by its services.

5.5 Where the Customer has engaged the Company for cyclical cleaning such as window cleaning, the Customer warrants that prior to each visit, it has carried out a visual check to ensure the suitable condition of the surfaces to be cleaned.

5.6 The Company will select the most appropriate method of cleaning based on the surface and its condition. This may include the application of chemicals, hot washes, high-pressure washes or steam washes. The Customer is required to ensure that both the surface and surrounding surfaces, fixtures, fittings and possessions are either of adequate condition for the relevant cleaning application or are safely protected or temporarily moved.

## 6. LIMITATION OF LIABILITY AND WAIVERS

6.1 Existing Services: The Company uses high-pressure equipment. The Company hereby waives all liability for damage to existing services, including but not limited to:

- 6.1.1 External electrical sockets and lighting not adequately IP-rated.
- 6.1.2 Decayed or improperly installed window seals.
- 6.1.3 Improperly sealed window gaskets.
- 6.1.4 Guttering, downpipes, hoppers, shoes and other drainage equipment.
- 6.1.5 Roof tiles, cappings, lead, coping stones, vents, insulation and associated items.
- 6.1.6 Underground drainage systems that are already blocked or structurally compromised.
- 6.1.7 Loose or degraded mortar/pointing that is dislodged by the cleaning process.

6.2 Windows: While every care is taken, the Company is not liable for "blown" double-glazing units (internal condensation) where the seal was already failing, nor for scratches that become visible only after the removal of dirt and grime.

6.3 Driveways & Surfaces: The Company is not liable for the shifting of paving slabs or blocks where the original sub-base was inadequate or has subsided.

6.4 Indemnity: The Customer shall indemnify the Company against all claims, costs, and expenses which the Company may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under these Terms.

6.5 Nothing in these Terms seeks to exclude or limit liability for death or personal injury caused by the Company's negligence, as prohibited by Section 65 of the Consumer Rights Act 2015.

## 7. INVOICING AND PAYMENT

7.1 Payment Terms: All invoices are due for payment within 7 days of the date of the invoice. The Customer is responsible for ensuring full cleared payment is received within this time period.

7.2 Queries: Any queries, disputes, or dissatisfaction regarding an invoice or the standard of work must be raised in writing within 48 hours of the invoice date. Failure to raise a query within this window shall be deemed as acceptance of the work and the debt.

7.3 Late Payment: The Company reserves the right to charge interest on late payments at a rate of 8% per annum above the Bank of England base rate, calculated daily from the due date until payment is received in full.

7.4 Recovery Costs: The Company reserves the right to charge for any debt recovery costs incurred as a result of non-payment.

7.5 Where the Customer has engaged the Company for cyclical cleaning (monthly window cleaning), the Company shall be entitled to set up a Direct Debit, Re-Occurring Card Charge or such other collection method as necessary to ensure payment is received at the requisite times in each period.

7.6 One-off cleaning services are subject to a minimum charge of £40.00 + VAT. The final price is determined by the Company based on the size, height, and current state of the windows/property.

7.7 For all one-off cleans, the Company requires payment in full via cleared funds prior to the commencement of any works.

## 8. ADVERSE WEATHER AND ACCESS

8.1 The Company reserves the right to reschedule works in the event of adverse weather conditions (e.g., heavy rain, high winds, or freezing temperatures) which would make the use of high-pressure steam/water washing unsafe or ineffective.

8.2 The Company reserves the sole right to postpone services if conditions are deemed unsafe for operatives (e.g., high winds, lightning, or extreme ice).

8.3 Turned Away at Door: If the Company arrives to perform a scheduled clean in inclement weather and is turned away by the Customer, the Company reserves the right to charge the full amount of the Quotation for the wasted visit.

8.4 As a courtesy, the Company may send a text message to the Customer the evening prior to the scheduled visit.

8.5 If the Company arrives and finds the property locked or access to the surfaces is otherwise restricted (e.g., locked gates), and no prior notification was received from the Customer, the Company reserves the right to charge the full price of the visit.

8.6 The Customer agrees that the full charge for a wasted visit constitutes a "liquidated damages" payment. This is not a penalty, but a legitimate protection of the Company's interest in covering pre-allocated labour costs, fuel, and lost opportunity costs.

## 9. DATA PROTECTION

9.1 The Company will process the Customer's personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

9.2 Where payment data is stored, this is done so in accordance with UK GDPR and Data Protection Act 2018, is stored securely and relevant measurements are taken to protect the information and payment data of the Customer from external parties.

## 10. COMPLAINTS AND DISPUTE RESOLUTION

10.1 In accordance with the CRA 2015, if the Services are not performed with reasonable care and skill, the Customer must provide the Company the reasonable opportunity for repeat performance which shall be provided within not more than 30 days of the complaint.

10.2 If the Company is unable to remedy the complaint to a reasonable standard (in accordance with these terms), then the Company shall provide a price reduction.

10.3 Where a crystallised dispute arises, the Company and the Customer agree to Adjudication or Mediation.

10.4 Any Adjudicator or Mediator must be appointed by the Company within not more than 28 days of the crystallised dispute.

10.5 In the event of Adjudication, the Adjudicator must reach a decision within not more than 28 days from the date of any Referral.

## 11. NO WAIVER

11.1 No failure or delay by the Company to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

11.2 No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.3 A waiver of any right or remedy by the Company under this Contract or by law is only effective if it is given in writing and shall not be deemed a waiver of any subsequent breach or default.

## 12. PHOTOGRAPHY AND MARKETING

12.1 The Company reserves the right to take photographs and/or video recordings of the property before, during, and after the provision of the Services ("the Images").

12.2 The Images are primarily used for:

- (a) Quality control and evidence of the condition of the property prior to works;
- (b) Internal training and health and safety records; and
- (c) Marketing and promotional purposes, including but not limited to the Company's website, social media profiles, and printed brochures.

12.3 The Company shall make reasonable endeavours to ensure that the Images do not identify the Customer personally. This includes, where practicable, the blurring or cropping of vehicle registration plates and highly specific house names or numbers.

12.4 The Customer is deemed to have granted a non-exclusive, royalty-free, perpetual licence to the Company to use the Images for the purposes set out in Clause 12.2.

12.5 Right to Object: Should the Customer wish to withhold or withdraw consent for the use of Images for marketing purposes, they must notify the Company in writing (via email or post) at the time of accepting the Quotation or at any point thereafter. Upon receipt of such notice, the Company shall cease using the Images for future marketing materials but shall not be required to retract or destroy existing physical brochures or historical social media posts.

## 13. ANTI-DISPARAGEMENT

13.1 The Customer agrees that they will not, at any time, make, publish, or communicate to any person or entity or in any public forum (including but not limited to social media platforms, Google Reviews, Trustpilot, or local community groups) any defamatory, false, or

maliciously disparaging remarks concerning the Company, its employees, or the Services provided.

13.2 The Customer acknowledges that the Company has provided a dedicated 48-hour query window (Clause 7.2) and a formal complaints procedure to resolve any dissatisfaction. The Customer agrees to act in good faith and exhaust these internal resolution channels before posting any public review or comment regarding a dispute.

13.3 Nothing in this clause shall prevent the Customer from:

- (a) Making a factually accurate and honest statement regarding their experience;
- (b) Exercising their statutory rights under the Consumer Rights Act 2015;
- (c) Reporting the Company to a regulatory body or law enforcement agency.

13.4 If the Customer breaches this clause by publishing false or defamatory content, the Company reserves the right to take legal action for defamation or breach of contract and may seek an injunction requiring the immediate removal of the offending material, alongside a claim for damages to the Company's commercial reputation.

#### 14. VEHICLE ACCESS AND DRIVEWAY INTEGRITY

14.1 By requesting the Services, the Customer provides an express licence and invitation for the Company's vehicles to enter the Customer's private driveway or land where necessary to perform the works.

14.2 The Customer acknowledges that the Company's vehicles (including vans carrying heavy water tanks and specialized equipment) are significantly heavier than standard domestic vehicles. The Company shall not be liable for any damage caused to driveways, pavements, manhole covers, or underground pipes/services resulting from the weight of the vehicle, provided the Company has exercised reasonable care.

14.3 The Customer must notify the Company in writing prior to arrival if the driveway or access point is not suitable for a commercial vehicle (e.g., thin-gauge asphalt, decorative paving, or shallow-set drainage). In the absence of such notice, the Company accepts no liability for subsidence, cracking, or indentation of the surface.

14.4 If the Company's operative is directed by the Customer to park or manoeuvre in a specific area, the Customer assumes all risk for any resulting damage to the ground surface or surrounding structures.

14.5 Nothing in this clause seeks to exclude the Company's liability for damage caused by the negligent driving of its operatives (e.g., collision with a stationary object or third-party vehicle), which shall be governed by the Company's motor insurance policy.

## 15. TERMINATION

15.1 The Customer may cancel regular services at any time by providing not less than 28 days written notice.

15.2 To be legally effective, all cancellation notices must be sent via email to: [info@dallwindowcleaning.co.uk](mailto:info@dallwindowcleaning.co.uk).

15.3 If a cancellation is received less than 28 days from the next clean, the Company reserves the right to charge for that final pre-scheduled visit, and services will continue until the 28-day period expires.

## 16. GOVERNING LAW

16.1 These Terms are governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English Courts.