



DEEP SKY BLUE Window Cleaning

Denis Visentin
Deep Sky Blue Window Cleaning
Tel: 07861411569

Email: denis@windowcleaningserv.com

Website: <http://deepskybluwindowcleaning.com/>

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Our Terms and Conditions

DEEP SKY BLUE WINDOW CLEANING TERMS AND CONDITIONS OF TRADING

1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

“Deep Sky Blue Window Cleaning” refers to the trade.

“Operative” means the Operative employed by Deep Sky Blue Window Cleaning to undertake cleaning.

“Client” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the cleaning services are supplied by Deep Sky Blue Window Cleaning.

“Service” means the cleaning services carried out by Deep Sky Blue Window Cleaning.

“Cleaning Visit” means the visit to the Client’s address by the Operative(s) to carry out the Service.

1.2. Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The Headings contained in these Terms are for convenience only and do not affect their interpretation.

2. CONTRACT

2.1. These Terms and Conditions represent a contract between Deep Sky Blue Window Cleaning and the Client.

2.2. The Client agrees that engaging Deep Sky Blue Window Cleaning, including verbally placing an order for services when meeting or by telephone or email and/or website or any other communication medium shall constitute the Client’s acceptance of these Terms and Conditions.

2.3. Unless otherwise agreed in writing by a Director of Deep Sky Blue Window Cleaning, these Terms and Conditions shall prevail over any other Terms of Business or Purchase Conditions put forward by the Client.

2.4. No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of Deep Sky Blue Window Cleaning.

2.5. Deep Sky Blue Window Cleaning retain data from customers in the form of Name and relevant contact details. This information is for the use of Deep Sky Blue Window Cleaning, and will not be sold or passed on to third parties. (Please see GENERAL DATA PROTECTION REGULATION on our Website.

3. OUR SERVICE

3.1. Deep Sky Blue Window Cleaning will provide to the Client a professional quality-assured Cleaning Service at an agreed cost.

3.2 Due to the nature of window cleaning with the water-fed pole, we advise customers that the best results come after the first two or three cleans. During the first clean, we remove a build-up of dirt that may have accumulated over



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time. However, although the windows have been well cleaned, small amounts of dirt may continue to trickle down and there may be a few spots afterwards.

Over the next couple of cleans, when done regularly, the window cleaning reaches the best standard. We therefore recommend allowing two or three cleans to get a full picture of the good results that can be expected. Tough stains such as bird droppings may take two or three cleans to completely disappear.

3.3. Deep Sky Blue Window Cleaning Operatives will remain courteous and professional at all times. If an Operative fails to adhere to this code of conduct, this must be reported immediately to Deep Sky Blue Window Cleaning Management on 078 614 11 569. This in turn will be investigated internally and Deep Sky Blue Window Cleaning will keep the Client informed of the outcome of their investigation.

3.4. Deep Sky Blue Window Cleaning has built its reputation by providing its clients with an excellent cleaning service. However, as for any organisation, oversights may arise. Deep Sky Blue Window Cleaning offers their customers a Guarantee of Satisfaction. Should an oversight occur, Deep Sky Blue Window Cleaning is willing to send Operatives back to the Client's premises to re-clean those areas free of charge. Due to the nature of cleaning services, the Client must inform Deep Sky Blue Window Cleaning of any issues within a reasonably short period of time, usually 24 hours (see 11.2).

3.5 Unless specified or requested at the quoting stage by the Client, cleaning contracts are for standard Cleaning services and do not include extra-ordinary cleaning such as post-build cleaning and removal of lime scale, paint etc. This type of cleaning can be requested, incurring an extra charge.

4. HEALTH AND SAFETY

4.1. Deep Sky Blue Window Cleaning takes all issues of Health and Safety seriously. This includes the wellbeing of its Clients, Operatives, Staff, Customers and members of the General Public.

4.2. Prior to commencing work, a Risk Assessment and Method Statement will be carried out in line with Deep Sky Blue Window Cleaning Health and Safety Policy.

4.3. If we deem any conditions unfit or hazardous, work will not continue until conditions are improved. This specifically refers to [but is not limited to] Hazardous Areas due to Construction Work or Stored Materials, Broken Fences and Perimeters, Overgrown Trees and Plants, proximity to dangerous Chemicals or Fuels or other corrosive substances, surfaces made dangerous by ex. Algae, Moss etc.

4.4 Areas that are inaccessible will not be cleaned. Our Operatives are trained to work safely, and if asked will not undertake work that is unsafe.

4.5. All items or obstacles should be removed by the Client from the areas Deep Sky Blue Window Cleaning Operatives need to access. Our Operatives need reasonable access to perform their duties safely.

5. SCHEDULE FOR CLEANING

5.1 Deep Sky Blue Window Cleaning will establish the dates for the Cleaning Visits, according to the regularity requested by the Client in the terms of the contract.

5.2 For some contracts, Deep Sky Blue Window Cleaning incurs exceptional costs prior to the contract, e.g. the cost of hiring equipment, and other costs. For these contracts, the date of the Cleaning Visit will be mutually agreed in advance by both Deep Sky Blue Window Cleaning and the Client. If, after confirming the agreed dates of cleaning, the Client then wishes to postpone the cleaning, due notice of at least 72 hours must be given to Deep Sky Blue Window Cleaning. If such notice is not supplied, the Client will be liable for any costs that Deep Sky Blue Window Cleaning has incurred in preparing for the contract.



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5.3 For some contracts, Deep Sky Blue Window Cleaning incurs costs that are not refundable. These include the costs of licences and parking permits and suspensions from the Council, and other costs. In these cases, the date of cleaning will be mutually agreed in advance by Deep Sky Blue Window Cleaning and the Client. If the Client then wishes to postpone or cancel the cleaning, the Client is liable for these non-refundable costs.

5.4 If no notice is given by the Client that a Cleaning Visit cannot go ahead, and on arrival at the site it becomes apparent to Deep Sky Blue Window Cleaning that the contract cannot be carried out e.g. due to other works on the site, no access being made available, scaffolding etc., the Client will be liable for all costs Deep Sky Blue Window Cleaning has incurred including staff costs.

5.5. Deep Sky Blue Window Cleaning may carry out Cleaning Visits during inclement weather. Deep Sky Blue Window Cleaning reserves the right to decide if the cleaning services should be carried out or postponed for safety reasons. Weather conditions are not an acceptable reason for the Client to postpone or cancel services.

5.6 Deep Sky Blue Window Cleaning carry out contracts between Monday to Friday. If we are requested to work at weekends, we are to be notified at the quoting stage, or well in advance, so we are able to factor this into the cost.

6. ACCESS TO PREMISES

6.1. To carry out contracts, Deep Sky Blue Window Cleaning operatives need to be granted access. It is the responsibility of the Client to ensure the site is accessible on the scheduled date of each cleaning and in a safe condition for Deep Sky Blue Window Cleaning operatives to carry out the cleaning.

6.2 If Deep Sky Blue Window Cleaning operatives cannot gain full access to any area of the property they will clean only what is accessible. If access is not made available during the Cleaning Visit, Deep Sky Blue Window Cleaning will not return at a later date and this portion will be cleaned at the next Visit. The Client may still be fully charged.

6.3. Due to insurance liabilities, we are unable to move obstacles such as but not exclusive to: furniture, personal belongings, vehicles, curtains/blinds, ornaments, etc. If these or any other items restrict access to an area of your property/premises, we may be unable to clean it. This includes but is not exclusive to, items left on window sills, items left in communal areas such as plants, pictures on walls, tables, chairs, plant pots etc.

6.4 In order for Deep Sky Blue Window Cleaning to carry out the cleaning contract, the Client must make available at their cost an easily accessible supply of electricity and water.

6.5. When the Client asks Deep Sky Blue Window Cleaning to undertake a contract, it is assumed the Client thereby gives full permission for Deep Sky Blue Window Cleaning to park vehicles at the private property. At private properties where parking restrictions apply and a company is employed to enforce restrictions, the Client must provide a parking permit and inform the enforcement company of our Visits. Any costs incurred by Deep Sky Blue Window Cleaning for parking at the property are to be settled by the Client.

7. LIABILITY

7.1. Deep Sky Blue Window Cleaning shall not be liable under any circumstances for any loss, whether direct, indirect or consequential, which may be incurred by the Client arising from a late arrival of Deep Sky Blue Window Cleaning Operatives at the service address.

7.2. Deep Sky Blue Window Cleaning shall not be responsible for damage due to faulty and/or improper installation of any item. All surfaces [e.g. uPVC Frames, Wooden Sash, aluminium frames etc.] are assumed sealed and ready to clean without causing harm. Deep Sky Blue Window Cleaning will take all reasonable precautions and care, not to damage windows but cannot be held responsible for such problems as, but not exclusive to, flaking paint, adhesive leading or uPVC on face of double glazed units, damage to decaying windows, brittle or damaged glass or loose leading in



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windows. Deep Sky Blue Window Cleaning are also not responsible for scratches incurred by previous building work, which may only become visible on cleaning the glass.

7.3. Deep Sky Blue Window Cleaning do not accept liability for damage caused by decorative or structural defects, improper construction materials used, or conditions at the property such as, but not limited to, ill-fitting windows, doors, fascias, guttering, window/conservatory trims, unsecured windows and doors, leaking seals, decorative bars stuck on glass, rotting frames, untreated wooden panelling, open trickle vents, etc.

7.4. Deep Sky Blue Window Cleaning will not accept liability for water damage to the property or items within the property caused as a result of windows being left open prior to a clean or due to damaged windows or frames causing leakage into the property. It is the nature of cleaning services that water will be applied to surfaces and Deep Sky Blue Window Cleaning cannot accept responsibility for water damage.

7.5. In the event of an accident, Deep Sky Blue Window Cleaning may instruct an Insurance Assessor to investigate the root cause. Deep Sky Blue Window Cleaning will not accept liability for any accident deemed out of Deep Sky Blue Window Cleaning control.

7.6. Liability for Key replacement/locksmith fees are paid only if keys are lost by Deep Sky Blue Window Cleaning.

7.7. Deep Sky Blue Window Cleaning are comprehensively insured under our Public Liability Insurance Policy, and we request that our Clients also have adequate insurances in place.

8. PAYMENT

8.1. Payment for Cleaning Services can be paid directly to Deep Sky Blue Window Cleaning by Bank Transfer, cheque or cash.

8.2. Deep Sky Blue Window Cleaning extend no more than 30 days' credit at point of Invoice, and request that invoices are paid within this time period.

8.3. Deep Sky Blue Window Cleaning reserves the right to charge an administration fee for any reminders that need to be sent in case of late payment.

8.4. Any bank charges incurred due to a Client's cheque being returned unpaid will be passed to the Client.

8.5. Should the Client claim to have made payment, the onus is on the Client to prove payment has been received into Deep Sky Blue Window Cleaning bank account.

8.6. In the case of Overdue accounts, the matter will be passed to a designated Debt Collection Agency. Note that at such time additional costs will be incurred by the Client and payable to the Debt Collection Agency along with the initial Cleaning charge and other associated costs (including Court Costs and Fees) in retrieving the overdue amount.

11. CLAIMS

11.1. Deep Sky Blue Window Cleaning Public Liability Insurance will cover liabilities that are caused by a cleaning Operative working on behalf of Deep Sky Blue Window Cleaning to a value of up to £5,000,000.00.

11.2. The Client agrees that due to the nature of cleaning services, Deep Sky Blue Window Cleaning guarantees to correct only problems that are reported within a reasonably short period of time, usually 24 hours. If a problem occurs on a Friday it must be reported by Monday in order to be accepted as a valid claim. Deep Sky Blue Window Cleaning may require entry to the location of the claim to correct the problem. Any adjustments to the invoice must be requested to Deep Sky Blue Window Cleaning directly and are acceptable only subject to approval by Deep Sky Blue Window Cleaning.

11.4. Deep Sky Blue Window Cleaning cannot be responsible for breakages of items that have been left in the area for cleaning (see 6.3). However, if other damage is clearly and reasonably the fault of a Deep Sky Blue Window Cleaning



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Operative, Deep Sky Blue Window Cleaning will investigate the breakage. We will either pay for a replacement, issue the cash value toward a similar item, or make a claim through our insurance. This settlement will be separate from and not relate to the invoice for Cleaning services, which must be paid in full.

12. TERMINATION OF CONTRACT

12.1. The Client may terminate the cleaning contract by giving 30 days prior notice.

12.2. The Client agrees that Deep Sky Blue Window Cleaning will carry out any cleaning that is due within the 30 days' notice period, and be paid in full for this service.

13. EQUIPMENT

13.1. All Cleaning Equipment and Materials remain the sole property of Deep Sky Blue Window Cleaning at all times.

13.2 The Client shall be liable for any damage to Deep Sky Blue Window Cleaning Equipment if caused by the Client or those the Client represents.

14. SUPPLEMENTARY TERMS

14.1. Deep Sky Blue Window Cleaning reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The Directors of Deep Sky Blue Window Cleaning may add to or alter these Terms and Conditions from time to time and any alterations or additions will apply to new and existing contracts. Copies of the new Terms and Conditions will be provided.

15. GENERAL DATA PROTECTION REGULATION (GDPR)

15.1. Please see our website <http://deepskybluwindowcleaning.com/>

16. LAW

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

Your sincerely,

Denis Visentin

Deep Sky Blue Window Cleaning