

Window cleaner contract

This agreement is dated: 18/08/2022
It is made between: MD Window Cleaning Ltd
of 19 Arden Grove, Stockton-on-Tees, TS19 7AU
And All Clients

Background

The purpose of this agreement is to set out the legal contract between the Window Cleaner and the Client in connection with the work described in the specification (the "Specification") which is attached to this agreement and initialled by the parties to identify it.

"Project" means the cleaning work to be done under the terms of this agreement as set out in the Specification.

The terms of this agreement are:

1. Specification and requirements

- 1.1. This agreement is for MD Window Cleaning Ltd to clean the outside of all the agreed windows at the agreed property, at the price written in the Specification.
- 1.2. Cleaning will be done once every four weeks. Cleaning may be advanced or delayed by no more than one week to cover holidays and any other unavoidable absence.
- 1.3. The Window Cleaner is alone responsible for all taxes arising on money received from the Client and indemnifies the Client against any demand or obligation in respect of such tax.
- 1.4. The Window Cleaner is registered for VAT, 416 137 908

- 1.5. The Window Cleaner agrees to provide staff of an appropriate level of skill and experience to work on the Project.
- 1.6. When the work is complete, the site will be left clean and tidy.

2. Interruptions and expense

The Client's attention is drawn to the following special requirements, interruptions and expense. Delay caused by these or other extraneous factors will be charged by the hour.

- 2.1. The work could be delayed by inclement weather.
- 2.2. The Window Cleaner's van will occupy two car spaces while the work continues. If cones are moved or space is inadequate, time lost will be treated as an extra.
- 2.3. Access to the site will be provided by the Client from 8 am to 5.30 pm. If any delay is caused by lack of access, for example if a delivery cannot be dropped, time lost will be charged to the Client.

3. Window Cleaner's account and expenses

- 3.1. An invoice will be provided.
- 3.2. Upon completion of the Project, the Window Cleaner shall submit an account. Payment shall be due within 7 days [unless the Client draws to the attention of the Window Cleaner some defect in the quality of the work or failure to comply with the Specification.]
- 3.3. Payment may be made by Bank Transfer, Debit/Credit Card or cash.
- 3.4. A complaint or rejection of some part of work done on the Project does not entitle the Client to hold back payment for any other part of the work.
- 3.5. The cost of any materials agreed as extra to the Specification shall be paid immediately it is incurred.
- 3.6. Except the termination of this contract under following paragraph, the Client will pay the Window Cleaner for all work done to the time the notice of termination is received by the Window Cleaner, calculated to the nearest one hour.

4. Safety and insurance

- 4.1. The Client warrants that any plant and equipment he supplies for the use of the Window Cleaner is safe to use and free from any defect. He confirms that he has checked any ladder or step-ladder or electric tool within the last 12 months.
- 4.2. The Window Cleaner undertakes to obtain insurance against liability for professional negligence in work done under this agreement and against third party liability whilst on the premises of the Client and agrees to provide evidence of the insurance to the Client upon request.
- 4.3. The Client undertakes at all times to maintain appropriate insurances and in particular, occupier's liability insurance, against risks of events which could reasonably be expected to cause injury, loss or damage to the Window Cleaner.

5. Confidentiality

- 5.1. In this paragraph:

Act” means the Data Protection Act 2018.

“Damage”:
means both economic loss, loss of reputation and damage to reputation, work or professional standing.

“Personal Information” means any information about or in connection with, a party to this agreement.

It includes personal data, as defined in the Act, owned by any data subject whom a party to this agreement may contact in relation to the subject matter of this agreement.

- 5.2. Each party to this contract now undertakes for the benefit of the other that he will not:

- 5.2.1 divulge to any person whatever or otherwise make use of any Personal Information relating to the other, which he learns as a result of this contract or any circumstance flowing from the contract;

- 5.2.2 post any text, nor image, nor audio-visual material, on any social network or other public place which could be hurtful, embarrassing or damaging to the other party.
- 5.3. Each party to this agreement now undertakes to the other that he will comply with the Act regarding protection, disclosure, and processing of Personal Information.
- 5.4. The parties agree that any Damage arising directly or indirectly, foreseeable or not from a breach of the above provisions must be compensated on the basis of the effect on the damaged party.
- 5.5. The Client accepts personal liability for compliance with these provisions by members of his family and domestic staff.
- 5.6. No matter how this contract ends, this paragraph shall be effective for 20 years from the date of this agreement.

6. Limitation of liability

This paragraph states the entire liability of the Window Cleaner.

- 6.1. This paragraph applies to all of:
 - 6.1.1 a defect in work done or not done
 - 6.1.2 a breach of any contractual obligation arising under this agreement
 - 6.1.3 negligence or any other tort

Any of the foregoing shall be known as a 'Default'.

- 6.2. The Window Cleaner shall have no liability to the Client in respect of a Default unless the Client has given him written notice of it within 14 days of the date he became aware of the Default or the date when he ought reasonably to have become aware of it.
- 6.3. The Client agrees to give the Window Cleaner not less than 14 days in which to put right the Default.
- 6.4. If a number of Defaults give rise to substantially the same loss then they shall be regarded as giving rise to only one claim under this agreement.
- 6.5. The Window Cleaner shall not be liable to the Client in respect of a Default, for loss of profits goodwill or any type of special indirect or

consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Window Cleaner had been advised of the possibility of the Client incurring it.

- 6.6. The Window Cleaner's entire liability in respect of a Default shall be limited to the sum of £1,000.

7. Miscellaneous matters

- 7.1. No amendment or variation to this agreement is valid unless in writing, signed by each party or his authorised representative.
- 7.2. So far as any time, date or period is mentioned in this agreement, or in the Specification, time shall be of the essence.
- 7.3. If any term or provision of this agreement is at any time held to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 7.4. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 7.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 7.6. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 7.7. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 7.8. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond his reasonable control, including any labour dispute between a party and his employees.
- 7.9. The party claiming to be affected by an uncontrollable event will take all reasonable steps to fulfil his obligations under this agreement despite the uncontrollable event.
- 7.10. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and the parties agree that any dispute arising from it shall be litigated only in that country.

Signed by Matthew Dodd company Director of MD Window Cleaning Ltd:

Early Start and Cancellation Rights

This is to explain your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Under the Regulations, you have the right to cancel this contract within 14 days of making it, without giving any reason.

To exercise the right to cancel, you must inform us that you want to cancel in a clear statement. You may use the attached model cancellation form or email us at matt@mdwc.ltd.

For all purposes at law, the contract between us is not made until you have agreed these terms, in hard copy, and we have agreed to provide the services you want.

The law applies whether or not you have already paid us.

Instead of waiting 14 days until your cancellation period expires, you can simply tell us that you want to start the work sooner or right away. You can send us an email message at matt@mdwc.ltd or complete the form below and send that to us as an email attachment. If you do that, you lose your right to cancel within the rest of the 14 day period.

If you want to cancel later, after we have started the agreed work, you can do so at any time. As before, all you have to do is write to us, as above, making your intention quite clear.

If you cancel, you will save money only insofar as work has not been done. You must still pay us for materials and work done, even if you have had no benefit from it at the time when you cancel.

Request to start work

To,

I/We hereby give notice that I/we would like you to start work on the Project under the contract as soon as we have signed the contract.

We instruct you to start working for us as soon as you can.

Signed

Date:

Client name:

Client address:

Model cancellation form

[Attach this form to your contract. Complete it as far as possible].

To: MD Window Cleaning Ltd, 19 Arden Grove, Fairfield, Stockton-on-Tees, TS19 7AU.

Email Address: matt@mdwc.ltd

I/We hereby give notice that I/we cancel my/our contract for the supply of the following window cleaning service,

Ordered on [date] / received on [date] ,

Name: [enter name or names in which the order was made],

Address: [enter your address],

Signature: (only if this form is notified on paper),

Date: