

Terms and Conditions



TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

These Terms and Conditions are the standard terms of engagement for Subscription Window Cleaning Services supplied by Alfresco Group Ltd, a company registered in England and Wales under company number 06697308 whose registered office is Building H4, Unit 7, Milton Road, Didcot, England, OX11 7HH.

By using our service, you agree to these terms and conditions of business.

Definitions

In these Terms and Conditions, the following definitions apply:

"Alfresco Group/We/Us Our"	means Alfresco Group Ltd, and includes all employees and agents of Alfresco Group Ltd
"Charges"	means the price for the cleaning services
"Contract"	means the contract consisting of our Quotation, and these terms
"Customer/You/Your"	means the person for whom Alfresco Group carry out the cleaning services
"Location"	The place where the cleaning services will be undertaken
'Parties'	means Alfresco Group and you, and Party shall mean either one of us
"Quotation"	means the letter or other communication to you setting out the Cleaning Charges for the requested Cleaning Services
"Services"	means the Cleaning Services as set out in our quotation
"Technician"	Means the member of our team who will be performing the services
"Writing"	includes electronic mail and comparable means of communication.

Our Contract

These Terms and Conditions represent a contract between you and Alfresco Group.

Unless otherwise agreed in writing by us, these Terms and Conditions shall prevail over any other Terms of Business or Purchase Conditions put forward by you.

Upon receipt of an enquiry for services from you, we will provide you with a quotation.

All quotations are only valid for a period of 30 days from the date of quotation.

Before we can begin to provide the services, we need you to confirm your acceptance of our quotation in writing (your Order).

This contract is considered to start when we send you written acknowledgment of your Order (Start Date).

The Contract shall continue for 12 months from the Start Date (the Term) unless it is terminated by the notice agreed below. Towards the end of the current Term we will contact you to as if you want to renew for a further 12 months, subject to a price review.

No variation or alteration of these Terms and Conditions shall be valid unless we have approved them in writing.

The Window Cleaning Services

We will provide to you a professional quality-assured Window Cleaning Service at an agreed cost.

We will always remain courteous and professional. If our Operative fails to adhere to this code of conduct, this must be reported immediately to us on 01235 754000. This in turn will be investigated internally and we will keep you informed of the outcome of their investigation.

Health and Safety is of paramount importance to us, therefore, if we deem any conditions to be unfit or hazardous, we will not continue until working conditions are improved and a charge may be incurred.

First Clean

For your first clean only there is a one-off charge to cover the additional time taken on the initial clean, this varies with house size and frequency of ongoing cleans, this will be explained when signing up.

What Can I Expect?

Alfresco Group's pure water window cleaning is a maintenance cleaning process is very effective at cleaning general dirt from your windows.

If you've had some works completed at home and have builders residue like plaster, concrete, paint, stickers or adhesive, staining/discolouration on windows or frames from chemicals or rust and UV bleaching of frames on your windows, pure water will not be effective at removing these, we can offer a bespoke quotation and offer advice based on our 24 years in business.

How Often Will We Visit

We come every 6 weeks or 9 times per year. We ask for some flexibility on time scales due to rain and other factors of a week either side of the time due.

Bad Weather

We will always try to not clean your windows in the rain, however we do still work in light rain or short showers. Our promise to you is that the results will still be the same. If rain is heavy, we will not clean your windows. Your clean will carry over to the next working day.

Your Responsibilities

We will try to be as reliable as we can for you, but we also appreciate the customer being reliable. We will make time and space in our schedule for you. On the day of the clean it is too late for us to replace your clean with another. We reserve the right if turning our team away at the door or cancelling on the day with our office, to charge you the full price expected and/or cancel any ongoing service with us. We also reserve the right to charge the full price expected if access on the day has not been made available by the customer.

Full access is required on the day of the clean. We are unable to move any obstacles which may inhibit cleaning. Should partial access on the scheduled day reduce the extent of the clean, we reserve the right to charge for 100% of the scheduled clean.

You will obtain permission for us to proceed over property belonging to neighbours or third parties if this is necessary. You shall indemnify us in all aspects of claim from neighbouring/third party properties arising out of our presence.

Where the area has restrictions on parking, you shall obtain the relevant permission or provide a parking permit for us for such period as the duration of the job.

Price & Payment

The Price as stated in the Contract does not include Value Added Tax ("VAT"). VAT will be charged at the prevailing rate. Our VAT registration number is GB 941115750. All payments are due in Pounds Sterling.

Customers joining our subscription-based window cleaning service are required to pay via our direct debit system GoCardless which can be set up on our payments page. Payments are then automatically collected on the 1st of each month.

Charges for any additional, one off service booked, such as gutter clearing, will be added to your next direct debit payment.

If payment of the price or any part thereof is not made by the due date, we may:

1. Cancel the contract or suspend any further provision of the services to you with immediate effect. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the services.
2. Charge interest at the rate of 10% per annum on the unpaid amount
3. Apply a charge of £10 (to cover administrative expenses and not as a penalty) per reminder for overdue payment submitted to You. We shall be entitled to submit such reminders on a Weekly basis once the fees have become overdue.
4. Charge you the costs of recovery of any outstanding amount including legal costs and disbursements.

Notice of Your Statutory Right to Cancel

As an individual (Consumer) you have a statutory right to cancel this contract within fourteen (14) calendar days starting the day after the Start Date. (Cancellation Period).

You should send your cancellation notice to Us in writing via post or email.

Notice of cancellation is deemed to be served as soon as it is posted/sent.

If You require us to begin the services within the Cancellation Period, we require you to make an express request to do so. In such cases, your right to cancel continues until the end of the Cancellation Period.

If you cancel during the Cancellation Period, we may charge you for any services provided up until the point when we receive your cancellation notice and will provide a partial and proportionate refund accordingly.

Ending Our Services (Cancellation After the 14 Day Period)

If for one reason or another you should wish to cancel our services, you have the right to do so at any time. We would require 2 months' notice as the service is based on 9 cleans per year paid monthly.

Cancelling your GoCardless direct debit at your bank does not automatically cancel your window cleaning.

Please remember you are paying monthly for a 12-month contract; therefore you may have received more of the service than you have paid for. Should this be the case, we will invoice you for any excess charges over an above what you have paid to the date of cancellation. Conversely should you have paid for more than has been provided will arrange a partial and proportionate refund accordingly,

Less than the required period of notice to terminate any contract will incur the full charge of any scheduled work.

Termination

We reserve the right to terminate the contract with immediate effect in the event of any of the following:

1. that you are declared bankrupt or enter into some form of insolvency arrangement.
2. that you (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation.
3. your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under these Terms has been placed in jeopardy.

If either party breaches a material provision under this contract, and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice of the breach, the non-defaulting party may terminate this contract immediately and require the defaulting Party to indemnify the non-defaulting party against all reasonable damages.

All notices of termination of the contract should be submitted to the other party in writing.

Complaints Procedure

We will always try to provide you with the best possible service every time we clean your windows. If for any reason you are not satisfied with our work, you must contact us within 24 hours of the clean. We will then return the next working day to re clean your windows for free.

Please note that complaints made after 24 hours may not be re cleaned.

We operate a no refund policy; we will rectify work you are not happy with free of charge provided we are informed within 24 hours of the clean date.

Events Outside Our Control (Force Majeure)

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, epidemic, pandemic, governmental action or any other event that is beyond the control of the Party in question.

Data Protection

'Data protection legislation' refers to the Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time.

All personal information that we may collect (including, but not limited to, your name, postal address, email address and telephone number) will be collected, used and held in accordance with the provisions of data protection legislation as defined above.

How we collect, use, and store personal information is set out in our privacy policy.

We will not pass on your personal information to any other third parties for marketing purposes without first obtaining your express consent.

Limitation of Liability

We shall not be liable under any circumstances for any loss, whether direct, indirect or consequential, which may be incurred by you arising from the late arrival of our Operative at the service address.

We 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. We 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 windows. We are also not responsible for scratches incurred by previous building work, which may only become visible on cleaning the glass.

We 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, or open trickle vents.

We will not accept liability for water damage to the property or items within the property caused because 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 we cannot accept responsibility for water damage.

In the event of an accident, we may instruct an Insurance Assessor to investigate the root cause. We will not accept liability for any accident deemed out of our control.

We are comprehensively insured under our Public Liability Insurance Policy, and we request that our Customers also have adequate insurances in place.

Other Important Terms

If for any reason, any of the terms included in this agreement become illegal or otherwise unenforceable, the remaining terms will not be affected and will still apply.

The failure by us at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on a future occasion.

The agreement between us for the sale of services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by you, without our prior written consent.

A person who is not a party to the contract shall not have any rights to enforce its terms.

Law Governing the Terms

Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English Courts.

Alfresco Group Ltd

The Customer

Signature

Signature

Print Name & Title

Print Name

Date

Date

MODEL CANCELLATION FORM (for Individuals Only)

To Alfresco Group Ltd, Building H4, Unit 7, Old Milton, Road Didcot, Oxfordshire OX11 7HH.

I/We* hereby give notice that I/We* cancel My/Our* contract of sale for the provision of Goods and Services.

**delete as appropriate*

Date of Order	
Order Details	
Customer Name	
Address	
Signature	
Date	

Print off and send this form to Alfresco Group Ltd, Building H4, Unit 7, Old Milton, Road Didcot, Oxfordshire OX11 7HH., or scan it and email it to Office@alfrescogroup.co.uk

Alternatively, you can just e-mail Alfresco Group with your cancellation request, including your name and address details.