

# Hilo Window Cleaning Ltd

## Standard Conditions for Service

### Terms explained:

**Hilo Window Cleaning** – We/Us/Ours

**The Client** – You/Your

### General

These Conditions set out the terms of the Agreement upon which we, Hilo Window Cleaning, will supply or offer to supply services and goods to you in respect of your premises.

#### 1 The Agreement

- 1.1 These Conditions, the Schedule and Appendices and any documents expressly referred to in the Schedule comprise the Agreement, which is formed when the Schedule has been signed by a written representative of ours and dated or when we commence supplying the Services, whichever is the earlier.
- 1.2 No employee of ours is authorised to vary or waive any part of the Agreement, other than a director who may only do so in writing.

#### 2 The Services

- 2.1 We agree to supply you with the Services as from the Commencement Date, or such other date as we may agree with you.
- 2.2 We may suspend the supply of the Services if:
  - 2.2.1 Any amounts payable in respect of the Agreement or the Services are not paid within 14 days of their due date; or
  - 2.2.2 Performance of the Services could expose any of our employees, agents or sub-contractors to risk of physical injury.
  - 2.2.3 All liability arising from any extraneous duties unless specifically agreed in writing prior to being carried out is excluded.

#### 3 Fees and Payment

- 3.1 Invoices shall be issued for the Fees at the completion of cleaning or on the last day of each month depending on the Schedule and are payable without deduction or set off 30 days from the date of invoice.
- 3.2 We may vary the Fees on each anniversary of the Commencement Date by giving you not less than 30 days' notice in writing.

- 3.3 All Fees and other sums are shown exclusive of VAT and any other applicable duties or taxes which you will pay in addition.
- 3.4 We reserve the right to charge interest on any overdue amounts payable in respect of the Agreement at the rate of three per cent over National Westminster Bank plc base rate from time to time (subject to a minimum rate of nine per cent).

#### **4 Insurance and Liability**

- 4.1 Provided that you supply us with all relevant manufacturers' and designers' specifications and manuals, we will perform the Services with all reasonable skill and care and the Goods which we supply shall be of satisfactory quality, but all other warranties, conditions or other terms implied by statutes, or common law are excluded to the fullest extent permitted by law and we shall have no liability to you for any indirect, special or consequential loss that you may suffer or incur arising out of or in connection with the supply of the Services (except in respect of death or personal injury resulting from negligence).
- 4.2 We will maintain at our own cost a comprehensive policy of insurance to cover employers and public liability limited to the Insurance Limit.
- 4.3 If you require, and we agree to provide, insurance for an amount exceeding the Insurance Limit, you will be responsible for any additional premiums, unless we otherwise agree in writing.
- 4.4 Our total liability for any loss you may suffer or incur shall not exceed the Insurance Limit (increased, where appropriate, under Condition 2.2.3).
- 4.5 We will not be in breach of the Agreement, or otherwise liable to you, for any delay in performance or supply or non-performance or non-supply of the Services to the extent that the delay, non-performance or non-supply is due to any circumstances beyond our reasonable control.
- 4.6 You are responsible for the health and safety of any of our employees, agents or sub-contractors whilst at the Premises.
- 4.7 You will indemnify us against any costs, claims, losses, damages or expenses we may suffer or incur in connection with any loss of or damage to property belonging to us or our employees, agents or sub-contractors or any physical injury suffered by any such persons arising, in each case, from the unsafe state of the Premises or anything in or on the Premises belonging to you or under your control.
- 4.8 You are responsible for any liability, which is wholly or in part your fault, and any payment by us will be reduced or proportionately reduced where you are partly at fault.

#### **5 Premises**

You will maintain the Premises and provide us with such access to and use of the Premises as we may require, enabling us to supply the Services and to meet any health and safety or other statutory obligations which we may have.

## 6 Confidentiality

- 6.1 We each agree to treat as confidential and not for any reason to disclose or permit to be disclosed to any person, firm or company (other than to any employees, agents or sub-contractors to such extent only as contemplated in the Agreement) or otherwise to make use of any information or documentation acquired which relates to either of us, the Services or the Agreement except to the extent that such information either becomes public knowledge through no fault of either of us, or is known by one of us prior to its acquisition from the other, or as required by law.
- 6.2 Our respective obligations in Condition 6.1 shall apply both during and after the termination of the Agreement.

## 7 Duration and Termination

- 7.1 The Agreement shall come into force in accordance with Condition 1.1, and subject as provided in Condition 7.2, shall continue in force for a period of one year after the Commencement Date and thereafter until terminated by either of us giving to the other at least 30 days written notice.
- 7.2 Either of us shall be entitled to terminate the Agreement immediately by giving written notice to the other if:
- 7.2.1 The other commits a breach of any of the provisions of the Agreement and, in the case of a breach capable of remedy, fails to remedy the breach within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- 7.2.2 An encumbrance takes possession of or a receiver is appointed over any of the property or assets or the other;
- 7.2.3 The other goes into liquidation, makes any voluntary arrangement with its creditors or becomes subject to any administration order; or
- 7.2.4 The other ceases, or threatens to cease, to carry on business.
- 7.3 Any waiver by either of us of a breach shall not be considered as a waiver of any subsequent breach.
- 7.4 The rights to terminate given by this Condition 7.2 shall be without prejudice to any other right or remedy, which either of us may have.
- 7.5 Upon termination of the Agreement for any reason:
- 7.5.1 We shall be entitled to enter the Premises to remove all of our equipment;
- 7.5.2 All Fees and other amounts payable in respect of the Services shall become due and payable immediately.

## 8 Restrictions

If you or any person, firm or company associated or connected with you engages, directly or indirectly, either during the Agreement or during the period of a year following its termination an employee, agent or sub-contractor whose services have at any time during the previous eighteen months been offered or supplied to you by us, you will be liable to pay us an introduction fee of 15% of that person's anticipated annual remuneration.

## 9 General

- 9.1 The Agreement shall be governed by English Law and any dispute shall be under the jurisdiction of the English Courts.
- 9.2 We may assign the Agreement and it shall be binding upon and continue for the benefit of our successors and assigns.
- 9.3 We shall be entitled to perform any of our obligations and to exercise any of our rights under the Agreement through any other company, which is a member of our group of companies from time to time.
- 9.4 We reserve the right to amend these Conditions from time to time and shall notify you of any changes at least 30 days in advance.
- 9.5 In the event of any conflict arising between you and any of our employees, agents or sub-contractors, any decision, which we make, shall be final.
- 9.6 You may not assign the Agreement or any rights in relation to it without our prior written consent.
- 9.7 Nothing in the Agreement shall create, or be deemed to create, a partnership or the relationship of employer or employee between us.
- 9.8 The Agreement contains the entire agreement between us and supersedes all previous agreements or arrangements.
- 9.9 In the event of any conflict between these Conditions and any other terms and conditions in the Agreement, these Conditions shall apply.

## 10 Notification

- 10.1 We may serve you with a notice in writing at your address on the Schedule. If you wish to serve us with a notice, it should be in writing addressed to the Managing Director Hilo Window Cleaning Ltd Unit H Churchill Industrial Estate Churchill Road Cheltenham GL53 7EG.
- 10.2 Any notice may be served by personal delivery or by first class prepaid post (which shall be deemed to have been served 48 hours from the time of posting) or by facsimile (which shall be deemed to have served on transmission provided a copy is sent by first class prepaid post the same day).
- 10.3 Any claim must be submitted in writing to us within seven days following its occurrence or discovery.


11 Force Majeure

11.1 We exclude any liability in not carrying out the Services caused by the following:-

- (a) War, Government Act, Terrorism including acts for religious, ideological or political purposes, act of hostile forces, civil disturbances or extensive disruption of public services.
- (b) Strike, lock out or any labour dispute affecting either you or our employees, agents or sub-contractors where in the latter it prevents us carrying out the Services. We will not provide Services where this would be of a strike breaking nature.
- (c) Any event beyond our control preventing our employees, agents or sub-contractors travelling to the premises, including mechanical breakdown, adverse weather conditions and adverse traffic congestion.
- (d) Hazards due to defective structure, or access, presence of noxious, toxic, combustible, explosive or radioactive substances or any other conditions rendering the premises dangerous in our opinion.

### Appendix 3 Cleaning Services

1. All desks and ledges should as far as possible be cleared by you in order to facilitate cleaning and to prevent papers and documents being mislaid and the space in front of all windows and other glass should be cleared by you before cleaning takes place.
2. Our personnel will not be called upon to clean any cracked or broken glass or any windows, which are or appear to be unsafe or dangerous or to do anything, which would expose them to unreasonable risk or injury.
3. Our liability in respect of replacement of locks, keys and/or card keys arising from the loss or temporary misplacement of your keys whilst in our custody or control, including all consequential losses, shall not exceed £25,000.00 in respect of each incident.
4. We exclude any liability arising from and in respect of any failure on our part, or that of our employees, or sub contracted labour to salt, grit or generally make safe during periods of icy conditions, any surfaces where the specification or contract states this is to be completed. Full liability in the event of any claim arising will remain exclusively with you.



**Gavin Stanley**

## Hilo Guarantee



We are proud to offer the very best window cleaning service. We recognise that a good window cleaning company is about more than just getting the glass clean. We want you to be pleased with Hilo every time you deal with us about anything. Our commitment to this is what makes us the best.

We know we are experts at cleaning glass. Our Quality Guarantee means that if you are not happy with results of your windows we will come back and do them again, and again until you are happy. If we don't, then don't pay us.\*

\*Some 'dirt' simply is not removable this is called 'impact debris' (this would included things like paint, cement, oxidation from other surfaces, lime scale) These will Not come off with standard cleaning but we are happy to give costs for removing such things where it is possible to do so. If we are only cleaning one side of the glass, perhaps the outside, we respectfully ask that you make sure any dirt or smears are not on the other side. We reserve the right to be able to return and correct any defective work as many times as is reasonable. Your refusal to allow us to return does not constitute the right for non-payment.