

**STANDARD TERMS AND CONDITIONS  
FOR SUPPLY OF SERVICES**

**OF**

**FRODSHAM CLEANING SERVICES**

**1 INTERPRETATION**

In this document the following words shall have the following meanings:

- 1.1 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.2 "Customer" means any person who purchases Services from the Supplier;
- 1.3 "Quotation" means a statement of work, or other similar document describing the services to be provided by the Supplier;
- 1.4 "Services" means the services specified in the Quotation.
- 1.5 "Supplier" means [FRODSHAM CLEANING SERVICES] of [11 DERWENT RD CHESTER CH2 2PZ]
- 1.6 "Cancellation Period" means the period of time during which the Customer can cancel the agreement to purchase the Services as defined by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
- 1.7 "Cancellation Form" means the form as defined by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and attached to these Terms and Conditions as Schedule 1;
- 1.8 "Right to Cancel" means the cancellation terms as stipulated by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and attached to these Terms and Conditions as Schedule 1;
- 1.9 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

**2 GENERAL**

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services, by virtue of any statute, law or regulation.
- 2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

### **3 THE ORDER**

- 3.1 The Quotation/Estimate attached to these Terms and Conditions shall remain valid for a period of 30 days.
- 3.2 The Customer shall be deemed to have accepted the Quotation/Estimate by placing an order with the Supplier ("the Order") within the period specified in Clause 3.1.
- 3.3 All Orders for the Services shall be deemed to be acceptance of the Quotation/Estimate pursuant to these Terms and Conditions.

### **4 PRICE AND PAYMENT**

- 4.1 The price for the Services is as specified in the Quotation/Estimate.
- 4.2 Payment of the price shall be in the manner specified in the Quotation/Estimate.
- 4.3 If the Customer fails to make any payment within 7 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 4% per month on the outstanding amounts.

### **5 DELIVERY**

- 5.1 The date of delivery of the Services is as specified in the Quotation/Estimate.
- 5.2 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Services.

### **6 CUSTOMER'S OBLIGATIONS**

To enable the Supplier to perform its obligations the Customer shall:

- 6.1 co-operate with the Supplier; providing access, hot water and electricity.
- 6.2 provide the Supplier with any information reasonably required by the Supplier;
- 6.3 obtain all necessary permissions, licences and consents, including parking dispensations or permits, which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and
- 6.4 comply with such other requirements as may be set out in the Quotation/Estimate or otherwise agreed between the parties.
- 6.5 arrange to inspect the services carried out by The Supplier on completion or within 24 hours either personally or through a third party.

### **7 SUPPLIER'S OBLIGATIONS**

- 7.1 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 7.2 The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.

- 7.3 The Supplier provides the following guarantee(s) in relation to the Services carried out:

Any reasonable defect or omission will be rectified before The Supplier leaves the property or within 24 hours if notified by the Customer or their representatives within 24 hours of completion.

## **8 LIMITATION OF LIABILITY**

- 8.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Services.

- 8.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

- 8.3 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date.

## **9 RIGHT TO CANCEL**

The conditions, time limits and procedures for exercising the Customer's right to cancel are laid out in Schedule 1.

## **10 FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## **11 SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## **12 GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## **SCHEDULE 1**

### **RIGHT TO CANCEL**

- 1 You have the right to cancel this contract within 14 days without giving any reason.
- 2 The cancellation period will expire after 14 days from the day:
  - (a) of the conclusion of the contract, in the case of a service contract.
  - (b) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods, in the case of a sales contract;
- 3 To exercise the right to cancel, you must inform us [FRODSHAM CLEANING SERVICES] of your decision to cancel this contract, by a clear statement (e.g. a letter sent by post or email). You may use the attached cancellation form but it is not obligatory.
- 4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired

### **EFFECTS OF CANCELLATION**

- 5 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 6 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- 7 We will make the reimbursement without undue delay, and not later than:
  - (a) 14 days after the day we receive back from you any goods supplied, or
  - (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
  - (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 8 We will make the reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

## SERVICE CONTRACTS BEGUN DURING CANCELLATION PERIOD

- 9 If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contractt

### CANCELLATION FORM

To:

FRODSHAM CLEANING SERVICES  
11 DERWENT RD CHESTER CH2 2PZ  
[frodclean@outlook.com](mailto:frodclean@outlook.com)

I/We [\*] hereby give notice that I/we [\*] wish to cancel my/our [\*] contract of sale of the following goods/for the supply of the following service [\*],

Ordered on/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

*[\*] Delete as appropriate*

### SIGNED BY THE SUPPLIER

Brian Cain

Signature:

Date:

### SIGNED BY THE CUSTOMER

(Print name)

Signature:

Date:

