#### **Terms and Conditions**

always The term "Website" refers to Property-clean.com and "Content" to the content within Property-clean.com. The terms "we" and "us" refer to LighthouseP roperty & Window Cleaning Limited.

From here on Lighthouse Property and Window Cleaning Limited will be referred to as Lighthouse.

1. Access to Website Copy, Content and Publications

The website and contents belong to Property-clean.com. Property-clean.com belongs to Lighthouse Property and Window Cleaning Limited, Unit E1, East Northdown Business Centre, George hill rd, Margate, CT9 3FF. Because of this, you may not, copy, distribute, modify, reproduce, sell, reverse engineer, publish, disassemble, recompile, decompile, perform, upload, transmit or exploit any part of the Website and its contents (including without limitation the Website design, text, graphics and all software and source codes connected with the Website). Downloading is permitted on a personal computer if no more than one copy is printed out and no further copies are made.

- 1. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics of the Website. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. The content and website is protected by copyright and proprietary rights. Articles, videos, posts and anything else that make up the website will be protected by copyrights and proprietary rights. By accessing the website and its contents, you agree to abide by these copyright notices or any other restrictions thereof.
- 2. You have the right to use this website, and to download content within the terms stated, but you have no ownership rights or licenses to our trading names, trademark and content.
- 3. Downloads should retain any copyright notices.
- 4. Unauthorised use of this website may give to a claim for damages and/or be a criminal offence
- 5. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

### 2. Discounts

Lighthouse may offer you various discounts, savings and other benefits on other products or services of Property-clean.com or its affiliates. Property-clean.com does not guarantee the availability of particular discounts, savings or other benefits on specific products or services, and any discounts, savings or benefits are subject to change, time limits and conditions as may be determined by Property-clean.com in its discretion from time to time

## 3. Guarantee

- 1 Property-clean.com may offer a time-limited, money-back guarantee on some Propertyclean.com website content and publications. If there is a guarantee applicable to any Propertyclean.com website content and publication that you have purchased, that guarantee is as set out on the applicable product page of the Property-clean.com website at the time you purchased the Property-clean.com product, publication or service.
  - If, within the time limit of your Guarantee period you are not satisfied with the Property-clean.com product, publication or service you purchased, Property-clean.com will refund the purchase price to you. This is your sole and

exclusive remedy against Property-clean.com and Property-clean.com sole and exclusive liability and obligation to you in connection with your purchase of any Property-clean.com product, publication or service or anything arising out of or relating to that purchase or this agreement.

### 4. Exclusion/Limitation Of Liability

- 1. Notwithstanding any other provision of this agreement, and to the maximum extent permitted by applicable law: (a) Lighthouse Property and Window Cleaning Limited liability (if any) under this Agreement or otherwise is limited to the purchase price paid by you for the Lighthouse Property and Window Cleaning Limited products, and in no event will Lighthouse Property and Window Cleaning Limited be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage, arising from, connected with, or relating to this Agreement, the subject matter of this Agreement, any Lighthouse Property and Window Cleaning Limited product or otherwise, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including fundamental breach or gross negligence) by Lighthouse Property and Window Cleaning Limited or any person for whom Lighthouse Property and Window Cleaning Limited is responsible, and even if Lighthouse Property and Window Cleaning Limited has been advised of the possibility of such potential loss or damage being incurred; and (b) in no event will Lighthouse Property and Window Cleaning Limited total aggregate liability to you or any other person under this Agreement or otherwise, under any contract, negligence, strict liability or other legal or equitable theory, regardless of any negligence or other fault or wrongdoing (including fundamental breach or gross negligence) by Lighthouse Property and Window Cleaning Limited or any person for whom property-clean.com is responsible, and even if Lighthouse Property and Window Cleaning Limited has been advised of the possibility of such potential loss or damage being incurred, exceed the purchase price paid by You to Lighthouse Property and Window Cleaning Limited for the materials. In this paragraph, "Lighthouse Property and Window Cleaning Limited" includes Lighthouse Property and Window Cleaning Limited and its past, present and future directors, officers, employees, agents, representatives, subcontractors, service providers, successors, permitted assigns, and related persons.
- 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.
- 3. We endeavour to complete all work by the agreed completion date, however we cannot be accountable for any losses incurred if timescales are not adhered to nor shall any discount be given if work is not completed by due date.
- 4. Softwashing to through coloured renders, cladding and other surfaces includes the use of Sodium Hypochlorite which kill organic matter on the surface being sanitised and may also damage grass and plant life from overspray and run off. It should be noted that solution strength of between 1% 5.6% is used by Lighthouse Property and Window Cleaning Limited operatives. We highly recommend the use of Plant Wash during the cleaning process to prevent unwanted plant, grass or other damage occurring. A quotation for Plant Wash will be given at the time of quoting for the cleaning. All windows should be watertight we cannot accept responsibility for water ingress through incorrectly fitted windows or left open through negligence. 5. Lighthouse hold no responsibility for damages caused due to defective leaking roof.

5a. Kent Commercial Cleaning hold no responsibility for damages or scratches revealed while cleaning windows that have any residue stuck to or covering the surface such as cement, plaster, render or other building works, road residue previously covering the surface.

## 6. Other Rights

The exclusion or limitation of certain liabilities is prohibited by law in some jurisdictions. Such limitations may apply to you.

#### 6. Miscellaneous

You represent that you are of legal age to enter into binding contracts under the laws of the jurisdiction where you reside. If any provision of this Agreement is held to be invalid or unenforceable for any reason, then the provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of any such severance this Agreement would fail in its essential purpose. This Agreement will ensure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns. This Agreement sets forth the entire agreement and understanding of you and Lighthouse Property and Window Cleaning Limited with respect to the subject matter of this Agreement and supersedes any and all previous communications, representations, negotiations, discussions, agreements or understanding, whether oral or written, between you and Lighthouse Property and Window Cleaning Limited with respect to the subject matter of this Agreement. Purchase prices are exclusive of shipping and handling charges and any applicable taxes, customs or duties.

### 7. Functionality

Property-clean.com makes no warranty that the functionality of the website will be uninterrupted or error free, that defects will be corrected or that the website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

### 8. The Order

- 1. If work is commissioned from Lighthouse Property & Window Cleaning Limited and a Proposal Of Works drawn up, that Proposal shall remain valid for a period of 31 days.
- 2. The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") within the period specified in Clause 3.1.
- 3. All Orders for the Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

# 9. Price and Payment

- 1. The price for the Services is as specified in the Proposal along with any applicable charges outlined in the Proposal.
- 2. Payment of the price shall be in the manner specified in the Proposal and shall mainly be on the day works have been completed.
- 3. In some specific cases, Lighthouse Property & Window Cleaning Limited may extend credit terms but makes no guarantee of providing credit to any customer. In the event of being offered a credit facility, and if the Customer fails to make any payment within 31 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 8% per month on the outstanding amounts.
- 4. If the Customer fails to make any payment within 31 days of it becoming due, the Supplier shall be entitled to remove all work carried out as part of the order and suspend all services until payment has been received in full.

5. Ownership of all worked completed under "The Order" will remain with the Supplier until all work has been paid for in full. Once full and final payment has been received, ownership will be passed to the Customer.

### 10. Customer's Obligations

To enable the Supplier to perform its obligations the customer shall

- 1. Co-operate with the Supplier;
- 2. provide the Supplier with any information reasonably required by the Supplier;
- obtain all necessary permissions, licences and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and
- 4. comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.
- 5. will inform all of their own occupants, employees and visitors, that work is being carried out on the exterior or interior surfaces of the building. No responsibility for damaged clothing or parked cars where the equipment, cleaning solution or debris is carried by wind drift will be accepted. You should make arrangements for cars to be covered and for your employees and visitors to be made aware of our operations.
- 6. Will allow Lighthouse Property & Window Cleaning Limited to take appropriate photographs and video of works being undertaken and completed, as well as before and after shots for

marketing purposes on the website and other media including but not limited to video. Printed material and social media. If you do not allow the use of your company logos etc you must inform us before we submit our quotations for your considerations.

- FREE Sample cleans are offered solely at our discretion and are usually unavailable to first time customers or other cleaning companies who wish to use us as a sub contractor unless agreed mutually in advance. Central London usually incurs a charge to attend and carry out sample cleaning of any type. Use of access machines for sample cleaning will be charged for in full plus 25% administration costs.
- 2. Any access equipment that needs to be hired in from a third party to use on the buildings cleaning project should be insured by the customer for loss, theft or vandalism whilst left on site. 9. Property of Lighthouse Property & Window Cleaning Limited whilst on site should be insured by the customer against loss, theft or vandalism.
- 3. Plants and grass may be slightly damaged when exterior building cleaning is undertaken. We will do our very best to prevent this from happening, however we take no responsibility for replacing damaged plants, trees, shrubs or grass.
- 4. Electronic devices such as door bells, entry systems and safety cameras should be covered by you, we accept no responsibility for replacing items damaged by our cleaning processes

# 11. Suppliers Obligations

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

4. All web site pages deemed for anonymous access (e.g. an organisation's public web site) will operate without browser incompatibilities for version 7 and above of Internet Explorer and Netscape. The sites will render well in version 6 and above browsers but possibly with minor cosmetic flaws. Browsers below version 4 will be able to access content but there may be degradation of appearance. The Company reserves the right to specify browser requirements for non-public administration web pages. All pages will be tested on Apple Mac and Windows PC.

## 12. Non-Competition

- 1. Lighthouse Property & Window Cleaning Limited prohibits the right of any of its Customers to enter into competition with Lighthouse Property & Window Cleaning Limited as a result of information gleaned from its products and services.
- 2. Property-clean.com prohibits the use of the source code of any websites belonging to Lighthouse Property & Window Cleaning Limited in any other website not belonging to Lighthouse Property & Window Cleaning Limited.

#### 12. Cancellation

- The Customer may cancel an Order by notifying the Supplier in writing at the address above within 14 days of placing an Order and any deposit paid will be refunded in full providing that work has not commenced on the order. If work has commenced, any reasonable recompense for work carried out will be deducted from refund.
- 2. If the Customer fails to cancel the order within the time specified in Clause 13 (1) any deposit paid may not be returnable.

## 14. 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

I look forward to helping you providing you with the most exceptional service! Kind regards,

Dan Mason.

Director of Lighthouse Property & Window Cleaning Ltd.