

CRYSTAL CLEAR (BEDFORD) LTD – TERMS & CONDITIONS & PRIVACY STATEMENT

Terms & Conditions:

1. SERVICE

- a. Once you have requested a cleaning service, we will continue to visit your property at regular agreed intervals until you advise us in writing* that you wish to terminate your service.
- b. We aim to provide satisfaction to all our customers with every clean and offer a satisfaction guarantee. If you are not entirely satisfied, you must advise us within 48 hours so that we can arrange to return and redo anything not up to your expectations.
- c. Withholding payment, or part thereof, is not acceptable to compensate a clean that you feel is not up to standard, unless agreed in writing* by one of the directors of Crystal Clear (Bedford) Ltd

2. SKIPPING CLEANS

- a. The price we quote, unless specified at the outset, is based on having a regular clean. The very first clean you have, may include a one-off surcharge for the extra time and water required to effect a satisfactory clean. This being the case, we will discuss and agree this with you prior to carrying out any work,
- b. We understand, and accept, it may be necessary, for a variety of reasons to 'skip' a clean or cleans. If this is the case, please advise us in writing* prior to your next scheduled visit. Cancelling on the day, may result in the clean still being charged, either in part or in full.
- c. Please note, if 2 or more cleans are missed back-to-back, the first clean undertaken immediately following the missed clean(s) is deemed as a first clean once again and may be subject to a first clean surcharge. We will discuss and agree this with you prior to commencing the clean should this be the case.

3. ACCESS TO THE PROPERTY

- a. Unless specifically discussed, all prices for regular cleans are based on you providing access to all sides of your property (unless, of course, you are just having the front cleaned).
- b. In this respect, if you provide us with a mobile phone number, we are happy to contact you, prior to conducting a visit, to advise of our visit and thereby give you the opportunity to unlock/unbolt your gate(s). In the event you forget, or wish to keep the gate locked, we will deem this as unauthorised access to those areas of the property. We will do our best to clean all accessible and available windows. We will not attempt to climb gates or gain forceable access to a property, potentially risking damage to property or operatives. We reserve the right to charge the full price for your regular window cleaning appointment should there be no written* communication from yourself prior to the day.

4. PAYMENT

- a. Payment terms are strictly 14 days from the date of your clean, as specified on the payment card, thereby payment for work carried out should be made in good time to ensure funds are cleared within 14 days of your clean.
- b. Payment can be made, either by cash, card or bank transfer, using the details specified on the payment card left behind at the time of the clean.
- c. Payments by cheques are not accepted.

- d. All payments must be clearly identified with the first line of your address as the reference. Failure to do so may result in your payment not being credited to your account. We are not liable for payments lost in the post.
- e. Non payment, or withholding payment does not constitute cancellation of your service – we may continue to clean until we receive such cancellation notice in writing*. If you feel a payment has been missed, you must advise us in writing* as soon as you become aware. A statement can be requested at any time, free of charge via email or printed copy for £2. We reserve the right to apply interest rate of 8% APR to late payments, that is, not received within the 14 days of the date of work being completed. We reserve the right to apply a late payment fee of £10 to any outstanding balances that are not paid within 14 days of the work being carried out. We accept that the pace of life means that, sometimes, payments can be overlooked or simply forgotten, and we fully understand this, it is not our intention to penalise good customers who occasionally forget. However, we are not a bank and therefore are not able to support persistent late payers.
- f. We reserve the right to add further charges in respect of administration and, if necessary, court costs to any amount outstanding if we must take additional action in the recovery of outstanding payments. We hope, of course, that it never comes to this, and we encourage you, if you having difficulty paying an outstanding bill that you talk to us, and continue to talk to us, so that we can come to a mutually satisfactory resolution without having to resort to taking legal action.

5. HEALTH & SAFETY

- a. It is our policy, in accord with THE WORK AT HEIGHT REGULATIONS 2005 to carry out all work from the ground wherever possible.
- b. In requesting us onto your property to clean your windows, we are assuming that you have taken reasonable steps to ensure your garden/property is safe for us to access. It is your responsibility to ensure any holes, loose paving or other trip hazards are either rectified or made safe. This includes ensuring manhole/drain covers on your driveway are in good condition as we may need to park our van on your driveway whilst completing our work.
- c. We reserve the right to charge extra for any time spent cleaning dog faeces from hoses, ladders or items of clothing. In this respect, we are happy to notify you of our intended visit the day before to give you the opportunity to clear a path around your house or, alternatively, if this is not possible you can specify that we only clean certain parts of the house. We are dog lovers at Crystal Clear (Bedford) Ltd, however, I'm sure you understand how mess can spread very quickly to multiple parts of our equipment and is both, unpleasant, and constitutes a biological hazard to our work. We very much appreciate your help and support in dealing with this hazard.

6. PROMOTIONAL TERMS & CONDITIONS

- a. The terms & conditions outlined here apply to all promotional offers available through our website, advertisements, social media and other outlets, together with any specific promotional terms of use, general terms and conditions and privacy policy (collectively the "Rules"), form a legal agreement between you and us and can only be amended with our consent. By participating in any promotion, you are indicating that you accept and agree to be bound by the Rules.

- b. In relation to some promotions, certain requirements or restrictions must be satisfied, in addition to the general eligibility criteria set out in these Standard Promotional Terms & Conditions, as a condition of being eligible to participate in a promotion. Any such additional restrictions or requirements will be contained or referenced in the applicable specific promotional terms.
- c. You are urged to check these Standard Promotional Terms & Conditions and any applicable specific promotional terms before participating in any promotion.
- d. In the event of any inconsistency or conflict between these Standard Promotional Terms & Conditions, any applicable specific promotional terms and our terms of use and general terms and conditions, the specific promotional terms shall prevail, followed by these Standard Promotional Terms & Conditions, but only to the extent necessary to resolve such inconsistency or conflict.
- e. If these Standard Promotional Terms & Conditions or any applicable specific promotional terms are translated into a language other than English, then the English version shall prevail where there is any inconsistency.
- f. The Provider of the Promotion is Crystal Clear (Bedford) Ltd, 24 Ivel Way, Flitwick, Bedfordshire, MK45 1ER.
- g. The Provider may, from time to time, run promotions and these may take any form (e.g. special offer, discounts, prize draws, competitions, contests) or a combination of any of these. Full details of a promotion will be set out in the communications The Provider issues to tell you about each promotion (“Promotion Communication”) and/or on the website – www.crystalclearlimited.co.uk
- h. The period of time during which each promotion will run (“Promotion Period”) will be specified in the applicable specific promotional terms. Each promotion will automatically close at the end of the relevant Promotion Period, at which no further participation in that promotion will be permitted. Where no Promotion Period is specified, the relevant promotion will end when it is discontinued either on the website or verbally by a director of Crystal Clear (Bedford) Ltd.
- i. Promotion Participation, unless otherwise indicated in the Promotion Communication, participation in each promotion is open to our potential or existing customers but is limited to one per person. The Provider reserves the right to restrict participation in a certain promotions to customers or potential customers who fulfil a specific selection criteria. Where a Promotion Communication permits multiple participants, The Provider reserves the right, at its sole discretion, to limit the number of participants.
- j. No employees of Crystal Clear (Bedford) Limited, its subsidiaries and any related or affiliated entities, including advertising agencies, advertisers, sponsors or producers, partners of employees or residents of an employee can enter our promotions.
- k. The Provider has the right to disqualify participants if it believes that the participants are not acting in conformity with the General and/or specific Terms and Conditions allowed here or if the participant is otherwise fraudulently accessing the competition or unfairly influencing the course of the competition.

- I. The Provider is entitled to, at its direction and without notice, change or modify these terms and conditions specific to the competitions for the duration of the contest and without giving a reason to discontinue, modify or adapt the competition the competition for reasons of its own without any obligation to compensate any damages on behalf of the participant. Any changes or adaptations within the competition, will be made public in an appropriate manner (e.g. via the website – crystalclearlimited.co.uk or verbally by a director of Crystal Clear (Bedford) Ltd.

*In writing, includes, voicemail, txt, email or letter using any of the phone numbers/addresses on the payment card left when we visit. If communicating with us by letter, it may be necessary to retain proof of mailing to avoid ambiguity at a later point. If you are unsure, have any questions, or just require further clarification on any of the points made, please feel free to contact us at any time. We would also welcome any feedback or comments you may have. We sincerely hope the above conditions serve to enhance the service we provide and look forward to continuing to provide you with a first-class cleaning service.

Privacy Statement:

Privacy Statement In view of the new GDPR regulations on data protection, we want to do our bit to act in harmony with your wishes as a customer, as well as following the guidelines on data usage. In asking us to provide a service at your home, we obviously require your name and address. In providing this information, we take that as consent that you are happy for us to keep this information for the purposes of maintaining the call frequency that you have requested. Along with the address, if you have requested that we phone/email you prior to our visit, we will also keep the phone number/email address you gave us with the address record. This information will not be used for any other purpose such as marketing or sales calls. This information will not be sold or passed to any third parties unless for the express purposes of providing you with the necessary cleaning service to fulfil our agreed service obligation with you. You are happy for us to maintain non sensitive data such as your name, physical address, email address and phone number to enable us to fulfil our pre agreed contract with you in physical form on a spreadsheet system as well as on a secure encrypted cloud system. In the event of you cancelling your cleaning contract with us, you have a 'right to be forgotten' and have your data removed from our system. To do this you would need to email or write to us directly requesting this removal.

Please see our full statement below:

1. WHO ARE WE?

- a. We are Crystal Clear (Bedford) Ltd, a company registered in the United Kingdom, with the registered office at 24 Ivel Way, Flitwick, Bedfordshire, MK45 1ER and registered number: 13182429
- b. We provide a variety of house cleaning services including window cleaning, gutter vacuuming, fascia/soffit cleaning, conservatory and roof cleaning, inside cleaning for both commercial and domestic customers, small property maintenance work.

2. WHAT IS THIS NOTICE?

- a. To provide our Services, we may need to process Personal Data from time to time (that is information about someone who can be identified from the data). This Personal Data may be about you or other people. This notice explains how we will use the Personal Data we hold.
 - b. As part of our Services we will not transfer Personal Data to other people. This notice only deals with our use of Personal Data. If, at any point in the future, we handover, you, as a customer to a third party, you will be informed of these changes. If you are unhappy with the handover taking place, let us know immediately and will cancel the handover.
 - c. We might need to change this privacy notice from time to time. If we do, we let you know. So please do keep an eye on our notice before giving us any Personal Data.
 - d. All the defined terms in this notice are explained in paragraph 14 below. If you have any questions about this notice, feel free to send us an email to enquiries@crystalclearlimited.co.uk
3. WHO DO WE HOLD PERSONAL DATA ABOUT?
 - a. We hold Personal Data about the following groups of people: Client Contacts that is any party or customer which has engaged us to provide services (including key contact data); Supplier Contacts that is any party who supplies us with equipment and materials required to carry out our service; Beneficiaries: that is any individuals, employees, directors or shareholders who receive payment from the services we provide.
4. CONTROLLER OR A PROCESSOR?
 - a. We are a Controller in respect of the following data: customer identity (name), addresses and contact information. This means we make decisions about what data to collect and how to use it.
 - b. We are not a Processor in respect of client contact and address information. This means to use it. This means that we do not process data on behalf of (and in accordance with the instructions of) 3rd parties.
5. WHERE DO WE COLLECT PERSONAL DATA FROM?
 - a. We might collect Personal Data in the following ways: Client Contacts: Source Direct interactions with the Client, either in person or via any other lines of communications. Referrals & Recommendations from someone known to the Client Our Website Supplier Contacts: Supplier Marketing materials, Industry recommendations Supplier website Beneficiary Contacts: Beneficiary supplied information, Companies House We do not collect and store any personal data that includes details about an individual's race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about health and genetic and biometric data.
6. HOW LONG WILL WE USE THE PERSONAL DATA WE HOLD AND WHAT IS OUR LAWFUL BASIS FOR DOING SO?
 - a. We hold and process Client address data as a Controller, which means we must have a 'lawful basis' for doing so. We have set out how we use Data along with our lawful basis in the table below.
 - b. Anywhere we are relying on legitimate interest we believe that such processing is necessary for the purposes of our legitimate interest, which in this case is to function as a business. We consider such use goes no further than the Client would reasonable expect; is likely to align with the Clients

interests (by enabling us to provide a sustainable business model) and is unlikely to be detrimental to the fundamental rights and freedoms of the Client.

- c. To provide our services we hold: Identity Data Contact Data Transaction Data Which is: >Necessary for the performance of the contract for the provision of our services or taking steps necessary to enter a contract. To Manage our relationship with you we hold: Identity Data Contact Data Which is:
 - d. Necessary for the performance of the contract for the provision of our services or taking steps necessary to enter into a contract. For Administration and Dispute Resolution we hold: Identity Data CD For Administration and Dispute Resolution we hold: Identity Data Contact Data Transaction Data Which is: Legitimate interest For Marketing we may hold: Identity Data Contact Data Which is: Legitimate interest but requires your consent.
7. WILL WE DISCLOSE PERSONAL DATA TO ANYONE ELSE?
- a. We will not disclose your data to anyone else unless for the purposes of fulfilling our obligation to you in respect of your cleaning service. We will never disclose or sell your data to anyone else for the purposes of marketing. If you have any questions about who your data might be transferred to please send us an email at enquiries@crystalclearlimited.co.uk
8. WHAT SECURITY PROCEDURES DO WE HAVE IN PLACE?
- a. It is our policy to ensure that all Personal Data held by us is handled correctly and appropriately according to the nature of the information, the risk associated with mishandling the data, including the damage that could be caused to an individual as a result of loss, corruption and/or accidental disclosure of any such data, and in accordance with any applicable legal requirements.
 - b. Data is held in physical form on a spreadsheet and also on a cloud based encrypted system.
9. WHERE DO WE STORE THE PERSONAL DATA WE COLLECT?
- a. Data held is currently stored on an excel spreadsheet on a password protected computer which is not connected to the internet.
 - b. We only use servers in the UK. Our current host servers are provided by Aworka, whose servers are based in the UK. You can view their privacy statement by following the link below: <http://aworka.com/privacy>
10. FOR HOW LONG DO WE STORE PERSONAL DATA?
- a. Client Contacts:
 - i. Our retention policies for Client Contact Data are as follows: (a) we may store data related to financial transactions for up to 7 years to ensure that we have sufficient records from an accounting and tax perspective; (b) we may archive data relating to negotiations, contracts agreed, payments made, disputes raised and your use of our software for up to 7 years to protect ourselves in the event of a dispute arising between you and us; (c) we may retain data which is held for marketing purposes for up to 7 years from the date of termination of our contract with you (unless the relevant Client requests erasure of their data prior to that date); termination of our contract with you (unless the relevant Client requests erasure of their data prior to that date).
 - b. Supplier Contacts:

- i. Our retention policies for Supplier Contacts are as follows: (a) we may store data related to financial transactions for up to 7 years to ensure that we have sufficient records from an accounting and tax perspective; (b) we may archive data relating to negotiations, contracts agreed, payments made, disputes raised and your use of our software for up to 7 years to protect ourselves in the event of a dispute arising between you and us; (c) we may retain data which is held for marketing purposes for up to 7 years from the date of termination of our contract with you (unless the relevant Supplier requests erasure of their data prior to that date).

11. WHAT RIGHTS DOES A DATA SUBJECT HAVE ABOUT THE PERSONAL DATA WE COLLECT AND HOLD?

- a. Data Subjects have the following rights in respect of Personal Data relating to them which can be enforced against whoever is the Controller.
 - i. (a) Right to be informed: the right to be informed about what Personal Data the Controller collects and stores about you and how it's used.
 - ii. (b) Right of access: the right to request a copy of the Personal Data held, as well as confirmation of: (i) the purposes of the processing; (ii) the categories of personal data concerned; (iii) the recipients to whom the personal data has/will be disclosed; (iiii) for how long it will be stored; and (v) if data wasn't collected directly from the Data Subject, information about the source.
 - iii. (c) Right of rectification: the right to require the Controller to correct any Personal Data held about the Data Subject which is inaccurate or incomplete.
 - iv. (d) Right to be forgotten: in certain circumstances, the right to have the Personal Data held about the Data Subject erased from the Controller's records.
 - v. (e) Right to restriction of processing: the right to request the Controller to restrict the processing carried out in respect of Personal Data relating to the Data Subject. You might want to do this, for instance, if you think the data held by the Controller is inaccurate and you would like to restrict processing the data has been reviewed and updated if necessary.
 - vi. (f) Right of portability: the right to have the Personal Data held by the Controller about the Data Subject transferred to another organisation, to the extent it was provided in a structured, commonly used and machine-readable format.
 - vii. (g) Right to object to direct marketing: the right to object where processing is carried out for direct marketing purposes (including profiling in connection with that purpose).
 - viii. (h) Right to object to automated processing: the right not to be subject to a decision based solely on automated processing (including profiling) which produces legal effects (or other similar significant effects) on the Data Subject.
- b. If you want to avail of any of these rights, you should contact us immediately at enquiries@crystalclearlimited.co.uk. If we are not the Controller, we will need to transfer your request to the Controller – but we will only do so with

your consent. If you do contact us with a request, we will also need evidence that you are who you say you are to ensure compliance with data protection legislation.

12. WHAT HAPPENS IF YOU NO LONGER WANT US TO PROCESS PERSONAL DATA ABOUT YOU?

- a. If we are holding Personal Data about you as a Processor, we will need to transfer your request to the Controller who has engaged us to provide our Services – that will be Crystal Clear (Bedford) Limited.
- b. If we are holding Personal Data about you as a Controller, we will comply with your request unless we have reasons for lawfully retaining data about you.
- c. If we are holding Personal Data about you and using that data for marketing purposes or for any other activities based on your consent, you may notify us at any time that you no longer want us to process Personal Data about you for particular purposes or for any purposes whatsoever and we will stop processing your Personal Data for that purpose. This will not affect your ability to receive our Services.

13. WHO DO YOU COMPLAIN TO IF YOU'RE NOT HAPPY WITH HOW WE PROCESS PERSONAL DATA ABOUT YOU?

- a. If you have any questions or concerns about how we are using Personal Data about you, please contact our Data Protection Officer immediately at our registered address (see paragraph 1.a above) or by email to enquiries@crystalclearlimited.co.uk.
- b. If you wish to make a complaint about how we have handled Personal Data about you, you may lodge a complaint with the Information Commissioner's Office by following this link: <https://ico.org.uk/concerns/>.

14. WHAT DO ALL OF THE DEFINED TERMS IN THIS PRIVACY NOTICE MEAN?

- a. Throughout this notice you'll see a lot of defined terms (which you can recognise because they're capitalised). Where possible, we've tried to define them as we go, but we thought it might be useful to have a glossary at the end for you. Anywhere in this notice you see the following terms, they'll have the following meanings: Controller is a legal term set out in the General Data Protection Regulation (GDPR), it means the party responsible for deciding what Personal Data to collect and how to use it; Data Subject means the individual who can be identified from the Personal Data; Personal Data means data which can be used to identify a living individual. This could be a name and address or it could be a number of details which when taken together make it possible to work out who the information is about. It also includes information about the identifiable individual; Processor is another legal term set out in the GDPR, it means the party who has agreed to process Personal Data on behalf of the Controller; and Special Categories of Personal Data means details about an individual's race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about health and genetic and biometric data.

Last updated: 12th January 2024