

CLEARKEY PROPERTY SERVICES LTD

CLIENT TERMS & CONDITIONS (B2B)

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These Terms & Conditions ("Terms") apply to all services provided by ClearKey Property Services Ltd ("ClearKey", "we", "us") to the instructing letting agent, property manager or similar business customer ("Client", "you").

0. Definitions & Interpretation

0.1 Instruction means any request for Services by the Client via email, the Portal or other approved channel.

0.2 Services means reactive maintenance, end-of-tenancy cleaning, turnover coordination, compliance/certification services (including PAT testing, EPC energy performance assessments, and fire-safety and asbestos assessment services), supply & fit items (e.g., alarms), legionella risk assessments, mould treatment, locks/security services, waste removal and any related services we agree to supply.

0.3 Property means the address stated in the Instruction.

0.4 Call-out/Attendance Charge means our reactive attendance fee, currently £95 + VAT, which includes the first 30 minutes on site.

0.5 Remedial Works means labour time after the first 30 minutes included in the Call-out/Attendance Charge plus materials/parts and any other charges beyond the Call-out/Attendance Charge.

0.6 Direct Work means Services performed by a contractor sourced, dispatched and managed by ClearKey from its own panel.

0.7 Managed Service means Services performed by a contractor nominated by the Client (the Client's own approved contractor), which ClearKey coordinates for a Coordination Fee.

0.8 Coordination Fee means the per-job fee for Managed Service coordination set out in our rate card.

0.9 Triage Service means a tenant-facing service that assists tenants/occupiers in diagnosing and, where possible, resolving reported issues without an attendance.

0.10 Resolution Fee means the fee payable where an issue is resolved via the Triage Service without an attendance, as set out in our rate card.

0.11 Portal means ClearKey's online portal at app.clearkeyproperty.co.uk.

0.12 Inner London means the boroughs listed in Schedule 1.

0.13 UK Data Protection Law means the UK GDPR and the Data Protection Act 2018.

0.14 Headings are for convenience only and do not affect interpretation.

1. Contract Formation (Acceptance of Terms)

- 1.1** Each Instruction is an offer by the Client to purchase Services subject to these Terms.
- 1.2** A binding contract is formed when we confirm acceptance of the Instruction (including by scheduling attendance or commencing Services).
- 1.3** By instructing ClearKey and/or allowing Services to proceed, the Client confirms acceptance of these Terms. These Terms override any conflicting client terms unless agreed otherwise in writing signed by a director of ClearKey.
- 1.4** Any quotation is valid for 14 days unless stated otherwise and is subject to these Terms.
- 1.5 Electronic acceptance:** where the Client accesses the Portal, acceptance of these Terms may be recorded electronically (for example, by ticking an acceptance box). Electronic acceptance has the same effect as signed written acceptance and we may keep a record of the date and account by which acceptance was given.
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2. Instructions, Information & Authority

- 2.1** Instructions should include: Property address, access details, scope/issue description, urgency, the chosen service model (Direct Work or Managed Service) where relevant, and any PO/reference requirements.
- 2.2** The Client warrants it has authority to instruct works and grant access (including via tenants/occupiers).
- 2.3** The Client is responsible for the accuracy/completeness of information provided. ClearKey is not liable for delays/costs arising from incomplete/inaccurate information.
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3. Service Models (Direct Work & Managed Service)

- 3.1** ClearKey offers two service models. The Client may select either model **on a per-instruction and per-trade basis** and is not required to adopt a single model across all works. The Client may, for example, use Direct Work for some trades and Managed Service for others.
- 3.2 Direct Work:** ClearKey sources, dispatches and manages a contractor from its own panel. The Client pays ClearKey's rate card charges for the work.
- 3.3 Managed Service:** ClearKey coordinates a contractor nominated by the Client and charges a **Coordination Fee per job** as set out in our rate card. The Client remains responsible for its nominated contractor's rates, insurance, qualifications and workmanship.
- 3.4 Cascade:** where the Client selects Managed Service and the Client's nominated contractor does not accept or respond within the applicable claim window — **20 minutes for standard jobs, or 5 minutes for emergencies** (or such other window set in the Client's portal settings) — ClearKey may, on notice to the Client, dispatch a contractor from its own panel as Direct Work. Direct Work charges will then apply to that attendance.
- 3.5** The Inner London Attendance Surcharge and any zone surcharge apply to **Direct Work only** and are not charged on Managed Service coordination.
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4. Triage Service & Resolution Fee

4.1 ClearKey may make the Triage Service available to assist tenants/occupiers before an attendance is arranged.

4.2 Where a tenant-reported issue is resolved through the Triage Service without an attendance, and the tenant confirms the issue is resolved, a **Resolution Fee of £15 + VAT** applies as set out in our rate card. No Call-out/Attendance Charge applies in that case.

4.3 If the issue is not resolved through triage, the matter proceeds as a standard Instruction under these Terms.

5. Pricing, Time Charging & Additional Charges

5.1 Charges are per our current rate card/schedule in force at the time of Instruction unless agreed otherwise in writing.

5.2 ClearKey is VAT registered (VAT No. 512 5673 04). All prices are exclusive of VAT; VAT is charged on all invoices at the prevailing rate.

5.3 Reactive time charging: the Call-out/Attendance Charge includes the first 30 minutes on site. Thereafter, time is charged in **30-minute increments, rounded up** to the next 30 minutes.

5.4 Additional charges may apply for (as applicable): emergency/same-day attendance, out-of-hours/weekend attendance, abortive visits, waiting time due to access delays, heavy soiling/abnormal conditions, specialist waste, Inner London attendance surcharge, Inner London turnover supplement, Managed Service Coordination Fees, Triage Resolution Fees, and additional works outside the agreed scope.

6. Approval Limits, Variations & Urgent Works (Reactive)

6.1 Approval Limit: £250 + VAT by default, configurable between £50 and £2,000 in your portal. A job predicted to exceed your limit is held for approval before we invoice it; if you decline, your charge is capped at the limit. The Client may set or change this job-specific limit for Remedial Works in the portal at any time.

6.2 Call-out/Attendance deemed authorised: where the Client instructs attendance for reactive maintenance, the Call-out/Attendance Charge is deemed authorised. The Approval Limit applies to Remedial Works (charges beyond the Call-out/Attendance Charge).

6.3 We will not proceed with non-urgent Remedial Works that would cause Remedial Works charges to exceed the Approval Limit without written authorisation.

6.4 Urgent Works Exception: if we reasonably believe immediate action is required to prevent (i) injury, (ii) significant property damage, (iii) uncontrolled leaks, (iv) unsafe electrical/gas conditions, or (v) security risks, we may proceed without prior approval to the extent reasonably necessary and will notify the Client as soon as practicable.

6.5 Any additional issues discovered on site and any scope change may require a variation and additional charges.

7. Inner London Attendance Surcharge & Access Costs

7.1 For Properties located in Inner London, an **Inner London Attendance Surcharge** applies per attendance as per our rate card/schedule (Direct Work only).

7.2 Parking/permits/tolls/congestion/ULEZ: where incurred in delivering Services, these are chargeable **at cost with evidence** (receipt/screenshot).

7.3 Waiting time due to access delays is chargeable in 30-minute increments.

8. Materials & Parts

8.1 Materials/parts (including paint where applicable) are charged at **cost + 20%** unless agreed otherwise in writing.

8.2 The Client authorises us to supply and use such materials/parts as we reasonably consider necessary to carry out the instructed Services provided Remedial Works remain within the Approval Limit (unless clause 6.4 applies).

8.3 If additional/specialist materials are required such that Remedial Works charges would exceed the Approval Limit, we will seek written authorisation before proceeding (unless clause 6.4 applies).

8.4 Where the Client requests or supplies specific parts/materials, we do not warrant suitability/performance of Client-supplied items and any additional time/cost arising remains chargeable.

9. Access, Keys & Abortive Visits

9.1 The Client is responsible for ensuring safe, timely access at the agreed date/time.

9.2 If we cannot access the Property, cannot proceed safely, or the job is cancelled late, **abortive visit charges may apply**.

9.3 Keys provided must be clearly labelled and correct.

10. Scheduling & Delays

10.1 Attendance times are estimated windows unless a fixed appointment is agreed in writing.

10.2 We are not liable for delays caused by factors outside our reasonable control (including traffic, access failure, tenant non-cooperation, parts lead times, or hidden defects).

11. End-of-Tenancy (EOT) Cleaning – Standard & Exclusions

11.1 EOT cleans assume: vacant Property, utilities available, standard domestic condition, safe access. **Included as standard in the quoted price (all sizes):** key pick-up and drop-off; cleaning of all appliances and white goods, including the oven; and internal windows.

11.2 Excluded unless agreed/quoted: heavy mould, biohazard/needle waste, pest infestation, hoarding/extreme neglect, post-construction dust/builders clean, exterior windows at height, specialist stain removal, carpet steam cleaning, removal of large/bulky items.

11.3 Re-clean policy: we will rectify missed items at no labour charge if reported within **48 hours** of completion, supported by evidence, and attributable to our workmanship. Otherwise re-cleans are chargeable.

12. Turnovers (Package-Led)

12.1 Turnovers are coordination-led services delivered as one of ClearKey's turnover packages (Light / Standard / Full) as per our rate card/schedule.

12.2 Turnover package scope must be confirmed either by (a) a pre-turnover scope check/inspection or (b) a recent checkout report and sufficient photos/video provided by the Client and accepted by ClearKey.

12.3 Each package includes defined allowances (including multi-trade labour allowances). If additional labour is required beyond the package allowance, we will request approval before proceeding. Additional labour is charged in top-up blocks per our rate card/schedule.

12.4 Materials/parts/paint required during a turnover are charged separately at **cost + 20%** unless expressly included in writing.

12.5 For Inner London properties, an **Inner London Turnover Supplement** applies per turnover as per our rate card/schedule.

12.6 Turnover packages do not include compliance certificates (CP12/EICR/boiler servicing) unless expressly instructed and priced separately.

12.7 We will provide a completion pack (photos and summary). Where workmanship issues are reported within **72 hours** of completion and evidenced, we will investigate and, where appropriate, rectify.

13. Compliance & Certification Services

13.1 Compliance services (CP12/LGSR, EICR, boiler servicing, PAT testing, EPC energy performance assessments, and — quoted on request — fire alarm, fire risk assessment, fire door inspection, emergency lighting and asbestos survey services) are charged per our rate card/schedule and are chargeable whether the Property passes or fails.

13.2 Any remedial works identified are not included unless expressly agreed and will be quoted or charged under reactive rates subject to authorisation.

13.3 Certificates/reports will be issued after inspection/testing and receipt of required information and engineer outputs, with a target of **24 hours** and a maximum of **48 hours** after attendance unless otherwise agreed.

14. Smoke/Heat/CO Alarms (Supply & Fit)

14.1 Where we supply and fit alarms, scope is as per our rate card/schedule.

14.2 Mains-wired/interlinked systems may be quoted separately.

15. Legionella Risk Assessment (Domestic)

15.1 Legionella risk assessments are assessment/report services as per our rate card.

15.2 Remedials are not included unless agreed in writing.

16. Mould Treatment

16.1 Mould treatment is surface treatment/clean and reporting unless otherwise agreed.

16.2 We do not guarantee elimination of underlying causes (e.g., structural damp/ventilation defects). We will recommend further investigation where suspected.

17. Locks / Security / Locksmith Services

17.1 Lock/security works may be performed by specialist subcontractors.

17.2 Standard pricing and any "from" pricing are as per our rate card/schedule.

17.3 Where non-standard parts/security upgrades are required, we will seek approval where practicable (unless urgent to secure the Property).

18. Completion Packs, Photos, Reporting & Evidence

18.1 We provide a completion pack after attended jobs, delivered digitally via the Portal and/or by email, typically including arrival/departure times, before/after photos where relevant, and a completion summary.

18.2 We may take photographs/video for reporting, evidence and dispute prevention.

18.3 The Client confirms it has authority/consent to permit this and to share tenant/occupier contact and access details with us for the performance of Services.

19. Invoicing & Payment

19.1 Unless otherwise agreed, we invoice the Client **weekly** for completed jobs. Staged works and turnovers may be invoiced separately as agreed.

19.2 Payment terms are **7 days from invoice date**.

19.3 Direct Debit: the Client agrees to set up and maintain a Direct Debit mandate via our payment provider (GoCardless). We collect invoiced sums by Direct Debit on or after the due date.

19.4 5-Job Pilot: A Direct Debit mandate (clause 19.3) is set up at onboarding and is required before the Client's first job. The 5-Job Pilot is a commercial cap for new agencies — up to 5 jobs or £750 of invoiced value, whichever is reached first — after which continued instruction is by arrangement. It is a cap on early volume, not a payment concession.

19.5 Failed or cancelled payments: where a Direct Debit is cancelled, fails or is insufficient, we may suspend further instructions and pursue collection. Statutory interest and recovery costs may apply under the Late Payment of Commercial Debts (Interest) Act 1998.

19.6 We may suspend/refuse further instructions while any invoice is overdue.

20. Cancellations & Rescheduling

20.1 If the Client cancels/reschedules with less than **24 hours'** notice, we may charge a cancellation fee reflecting booked labour/time and committed costs.

20.2 If we attend and cannot proceed due to Client-side reasons, abortive visit charges apply.

21. Liability

21.1 Nothing limits liability for death/personal injury caused by negligence, fraud, or liability that cannot be excluded by law.

21.2 Subject to 21.1, our total liability arising out of any Instruction/Services is limited to the value of charges paid/payable for that specific job.

21.3 We are not liable for loss of rent, loss of profit, loss of business, indirect or consequential loss; pre-existing defects/hidden conditions; acts/omissions of tenants/occupiers/third parties; the workmanship of a Client's nominated contractor under Managed Service; or Client instructions given without proper authority/consent.

21.4 We maintain public liability and professional indemnity insurance of at least **£1,000,000**. Evidence is available on request.

22. Defects / Workmanship

22.1 Defects attributable solely to our workmanship (Direct Work) and reported within **60 days** will be rectified (labour only), subject to reasonable access and provided the issue is not due to misuse, further damage, or third-party interference. Under Managed Service, workmanship is the responsibility of the Client's nominated contractor.

23. Subcontracting

23.1 We may subcontract all or part of the Services. We remain responsible as set out in these Terms (for Direct Work).

23.2 The Client must not directly engage our subcontractors to circumvent ClearKey for the same works for **12 months** after the last instruction, unless agreed in writing.

24. Confidentiality & Data Protection

24.1 Each party will keep confidential information confidential and use it only for performance of Services, unless required by law.

24.2 Roles: in respect of personal data relating to tenants/occupiers that the Client makes available to ClearKey for the performance of Services, the **Client is the Controller and ClearKey is the Processor**. The data processing terms in Schedule 2 apply to that processing.

24.3 ClearKey is an **independent Controller** in respect of personal data relating to the Client's own personnel/account users and ClearKey's contractors, and processes such data in accordance with its Privacy Policy.

24.4 Each party will comply with UK Data Protection Law.

25. Termination

25.1 Either party may stop placing/accepting new instructions at any time.

25.2 All authorised works completed and committed costs remain payable.

26. Force Majeure

Neither party is liable for failure/delay due to events beyond reasonable control.

27. Governing Law

England & Wales. Courts of England & Wales have exclusive jurisdiction.

Schedule 1 — Inner London Boroughs

Camden; City of London; Hackney; Hammersmith & Fulham; Islington; Kensington & Chelsea; Lambeth; Lewisham; Southwark; Tower Hamlets; Wandsworth; Westminster.

Schedule 2 — Data Processing Agreement (Controller–Processor)

This Schedule applies where ClearKey processes personal data relating to tenants/occupiers on behalf of the Client in the course of providing the Services. It forms part of these Terms.

1. Roles and scope. The Client is the Controller and ClearKey is the Processor in respect of the Tenant Personal Data described below. ClearKey will process Tenant Personal Data only for the purpose of providing the Services and on the Client's documented instructions (including these Terms and Instructions), unless required to do otherwise by law.

2. Subject matter and duration. The subject matter is the coordination and delivery of property maintenance, compliance, cleaning and turnover services. Processing continues for the duration of the engagement and until deletion or return under paragraph 9.

3. Nature and purpose. Collection, recording, storage, organisation, use, disclosure to contractors and sub-processors for job performance, and erasure.

4. Types of Personal Data ("Tenant Personal Data"). Tenant/occupier name; contact details (phone, email); Property address; access details and codes; communications (SMS/WhatsApp/email); photographs/video taken for job evidence; and related job information.

5. Categories of data subjects. Tenants and occupiers of the Properties, and persons providing access.

6. Processor obligations. ClearKey will: (a) process only on the Client's documented instructions; (b) ensure persons authorised to process are under confidentiality obligations; (c) implement appropriate technical and organisational

measures under Article 32 UK GDPR; (d) assist the Client, taking into account the nature of processing, in responding to data subject rights requests and in meeting obligations under Articles 32–36; (e) notify the Client without undue delay on becoming aware of a personal data breach; (f) make available information necessary to demonstrate compliance and allow for and contribute to audits on reasonable notice.

7. Sub-processors. The Client provides general authorisation for ClearKey to engage sub-processors to deliver the Services. Current sub-processors include: Airtable (data records), Twilio (SMS/WhatsApp), Xero (invoicing), Resend (email), Google (Drive/Gmail/Workspace), Slack (internal alerts), GoCardless (payments), Anthropic (AI processing of job text/photos), Vercel and Railway (hosting). ClearKey will impose data protection terms on each sub-processor no less protective than this Schedule and will inform the Client of intended changes, giving the Client the opportunity to object.

8. International transfers. Where Tenant Personal Data is transferred outside the UK (including to sub-processors in the US), ClearKey will ensure an appropriate transfer mechanism is in place (such as the UK International Data Transfer Agreement / UK Addendum to the EU Standard Contractual Clauses).

9. Return or deletion. On termination or on the Client's written request, ClearKey will delete or return Tenant Personal Data and delete existing copies, unless retention is required by law.

10. Liability. This Schedule is subject to the liability provisions of these Terms.

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