

## **Contractor Terms of Service**

Effective Date: October 2025

Last Updated: 27 April 2026

### **1. Introduction & Framework**

#### **1.1. Purpose of this Agreement**

These Contractor Terms of Service (“**Terms**”) govern the relationship between you (“**Contractor**”, “you”) and **WashPane Ltd (Company Number 16771145)** (“**WashPane**”, “we”, “us”, “our”) in connection with your use of the WashPane Platform as a Contractor to offer and perform services for Customers. By creating an Account and submitting Quotes on the Platform, you agree to be legally bound by these Terms, in addition to the WashPane Platform Policy, the Privacy Policy, Acceptable Use Policy and any other policies or documents published by WashPane from time to time, which are incorporated herein by reference.

#### **1.2. Nature of the Relationship**

WashPane operates a marketplace platform that enables independent Contractors to connect with Customers seeking window cleaning services. You acknowledge and agree that you are acting as an independent service provider and not as an employee, worker, agent, or representative of WashPane. Nothing in these Terms shall be construed to create any partnership, joint venture, agency, employment, or franchisor-franchisee relationship between you and WashPane.

You are solely responsible for determining the means, manner, and method by which you perform any Services arranged through the Platform.

#### **1.3. Incorporation of Related Policies**

Your use of the Platform as a Contractor is subject to and governed by:

- The **WashPane Platform Policy**,
- The **WashPane Acceptable Use Policy**,
- The **WashPane Privacy Policy**

All of which are incorporated into these Terms by reference. In the event of a conflict, the terms of this Contractor Terms of Service shall prevail in relation to your activities as a Contractor.

#### **1.4. Modifications**

WashPane reserves the right to modify these Terms at any time in accordance with Section **18**.

Your continued use of the Platform following notice of any such changes constitutes your acceptance of the updated Terms. If you do not agree to any changes, you should notify WashPane in writing and cease using the Platform.

## 2. Definitions

Unless otherwise stated, the following terms shall have the meanings set out below:

**“Platform”**: The WashPane website, application, and all associated systems, tools, and services provided by WashPane Ltd.

**“Customer”**: A registered user who creates and manages Job listings on the Platform.

**“Contractor”**: An independent individual or business that submits Quotes and performs window cleaning services requested through the Platform.

**“Job”**: A service request created by a Customer on the Platform, including all associated details, availability, and requirements.

**“Quote”**: A time- and price-specific offer submitted by a Contractor in response to a Job.

**“User”**: Any person registered on or using the Platform, whether as a Customer or Contractor.

**“Account”**: The registered user profile and associated credentials required to access and use the Platform.

**“Services”**: The **window cleaning** tasks performed by a Contractor pursuant to an agreement between the Customer and Contractor.

**“Scheduled Service Window”**: The time slot during which the Job is to be performed, as selected by the Customer. Jobs may be scheduled for either a “morning” or “afternoon” window, as defined by WashPane.

**“Cancellation Cut-Off Time”**: The latest time by which a Job must be cancelled to remain eligible for a refund, as specified in the Platform Policy.

**“Stripe Fees”**: The card processing and payout fees levied by Stripe for payments and transfers conducted through the Platform.

**“Refund Eligibility Window”**: The time-based conditions under which a cancellation may qualify for a full or partial refund under Section **3.2** of the Platform Policy.

**“Complaint”**: A written request submitted by a User for WashPane to review a refund, fee allocation, or cancellation decision, in accordance with Section **4** of the Platform Policy.

**“Platform Policy”**: A policy issued by WashPane governing matters such as refunds, cancellations, disputes, fees, fraud, and acceptable use. These policies are incorporated by reference into these Terms.

**“Payout”**: The funds transferred to the Contractor by Stripe after deduction of all applicable fees.

**“Stripe Connect Account”**: A payment account created and maintained by the Contractor through Stripe in order to receive Payouts via the Platform.

**“Verification”**: The process of confirming the Contractor’s identity and eligibility to use the Platform and receive funds, as required by WashPane and/or Stripe.

**“Tax Obligations”**: Any income tax, VAT, self-employment tax, or other financial obligations the Contractor is legally required to calculate, report, and pay to relevant tax authorities.

### **3. Contractor Responsibilities**

#### **3.1. Obligation to Perform Services**

Upon a Customer accepting a Quote submitted by the Contractor and completing payment through the Platform, a binding agreement is formed between the Customer and the Contractor. The Contractor is thereby obligated to perform the Services in accordance with the accepted Quote and the agreed Scheduled Service Window. The Contractor shall perform the Services:

- 3.1.1. In a professional, diligent, and timely manner;
- 3.1.2. In accordance with the details provided in the Job listing and accepted Quote;
- 3.1.3. Using equipment and materials that are suitable and safe for the task;

#### **3.2. Job Acceptance and Availability**

Contractors must only submit Quotes for Jobs they are available and qualified to complete. Contractors are responsible for ensuring that they are able to perform the Services at the time and under the conditions specified in their Quote.

#### **3.3. Conduct and Behaviour**

Contractors agree to conduct themselves professionally and respectfully when interacting with Customers, WashPane, and any other Users. This includes:

- 3.3.1. Complying with the Acceptable Use Policy at all times;
- 3.3.2. Refraining from harassment, abuse, discrimination, or unsafe conduct;
- 3.3.3. Not misrepresenting qualifications, availability, or service capabilities.

### **3.4. Compliance with Laws**

Contractors are solely responsible for complying with all applicable local, national, and regulatory laws, including health and safety standards, insurance requirements, and licensing obligations (if any).

### **3.5. Account Security and Activity**

Contractors must keep their Platform account secure and must not share login credentials with any third party. Contractors are responsible for all activity conducted through their account.

### **3.6. Accurate Information**

Contractors shall ensure that all personal, business, and payment information provided to WashPane and Stripe is accurate, complete, and kept up to date. This includes but is not limited to:

3.6.1. Contact details;

3.6.2. Bank account and payout preferences;

Any information required in connection with payment processing or regulatory compliance.

Contractors may be required to provide identification or verification information to third-party payment providers, including Stripe, in connection with applicable legal and regulatory requirements.

WashPane does not independently verify the identity of Contractors and makes no representations or guarantees as to the accuracy of any information provided by Contractors.

## **4. Use of the Platform**

### **4.1. Account Access and Security**

Contractors are responsible for maintaining the confidentiality of their login credentials and for all activities conducted through their Account. Contractors must not share their credentials or allow third parties to access their Account. Any suspected breach of security must be reported to WashPane without delay.

### **4.2. Eligibility and Accurate Information**

Contractors must be at least 18 years old and have the legal capacity to enter into binding contracts under the laws of England and Wales. Contractors must not be subject to any legal restriction or disqualification, including by reason of insolvency, incapacity, or otherwise, which would prevent them from entering into or performing their obligations under these Terms. Contractors are required to provide accurate, up-to-date, and complete information during account

registration and must update such information as necessary to ensure its continued accuracy.

#### **4.3. Use Restrictions**

Contractors must not use the Platform to:

- 4.3.1. Engage in fraud, misrepresentation, or deceptive practices;
- 4.3.2. Circumvent or attempt to circumvent the Platform's systems, payment processes, or terms;
- 4.3.3. Harass, abuse, or harm any User;
- 4.3.4. Solicit Customers for off-Platform arrangements;
- 4.3.5. Violate any applicable laws, regulations, or licensing requirements.
- 4.3.6. A breach of this section shall constitute a material breach of these Terms. WashPane reserves the right to take appropriate action, including but not limited to suspension or termination of the Contractor's Account, restriction of access to the Platform, and the recovery of any losses or damages suffered by WashPane as a result of such breach, including loss of fees.

#### **4.4. Communication and Notifications**

All Job-related communication must be conducted via the Platform unless otherwise permitted by WashPane. Contractors are responsible for monitoring their notifications and responding in a timely manner. Failure to maintain responsive communication may result in account limitations or removal from active Job listings.

#### **4.5. Email Communications**

The Contractor acknowledges and agrees that WashPane may send communications that are necessary for the operation of the Platform and the performance of Services. Such communications may include, but are not limited to, notifications relating to Jobs, Quotes, payments, account activity, policy updates, and other service-related matters.

These communications are considered essential to the use of the Platform, and the Contractor may not opt out of receiving them while maintaining an active Account. For information regarding marketing communications and data use, please refer to the Privacy Policy.

#### **4.6. Platform Availability**

WashPane strives to maintain a secure and functional Platform but does not guarantee uninterrupted access. WashPane may suspend or limit access for (but not limited to) maintenance, upgrades, or security reasons, and shall not be liable for any resulting inconvenience or losses.

#### **4.7. No Ownership or Access Rights**

Contractors do not and will not acquire any ownership or proprietary rights to the Platform. The Platform and all associated content, technology, and infrastructure remain the sole property of WashPane or its licensors. WashPane grants the Contractor a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform solely for the purpose of submitting Quotes and providing Services to Customers in accordance with these Terms.

#### **4.8. Background Checks and Screening Rights**

WashPane reserves the right, but does not assume any obligation, to conduct background checks, identity verification, or other forms of screening on Contractors at any time. Such screening may include reviews of public information, regulatory history, or other factors relevant to determining a Contractor's suitability for the Platform.

Contractors acknowledge that access to and use of the Platform is subject to WashPane's sole discretion, and WashPane may restrict or terminate access based on the results of such screening or other information, whether formal or informal.

Nothing in this clause shall be interpreted as a guarantee that any screening will be performed. Contractors remain solely responsible for ensuring they meet all applicable legal and suitability requirements.

### **5. Job Engagement and Acceptance**

#### **5.1. Submission of Quotes**

Contractors may submit Quotes to available Jobs listed on the Platform, specifying the proposed price and selecting an available Scheduled Service Window from those provided by the Customer. Each Quote submitted constitutes an offer by the Contractor to perform the Services at the specified price and Scheduled Service Window. A binding agreement is formed upon acceptance of the Quote by the Customer in accordance with these Terms. Contractors do not have the ability to submit counter-offers or negotiate Quotes through the Platform.

#### **5.2. Binding Effect of Confirmation**

Once a Quote has been accepted by the Customer:

- a) A binding contract arises between the Customer and Contractor for the completion of the Job as described in the accepted Quote;
- b) The Contractor is obligated to perform the Services in accordance with the agreed availability window and Job details, unless cancellation is initiated in accordance with the Platform Policy; **and**
- c) Payment processing will be initiated in accordance with the Stripe integration and Platform Policy.

### **5.3. Subcontracting Prohibited**

Contractors are not entitled to subcontract, delegate, assign, or otherwise transfer responsibility for any Job to a third party without the express written consent of the Customer and prior written approval from WashPane. Unauthorized delegation of a Job shall constitute a material breach of these Terms and may result in immediate suspension or termination of the Contractor's account.

### **5.4. Availability and Service Window Compliance**

Contractors must ensure availability to attend and complete the Job within the specific time window selected by the Customer ("Morning" being 07:00-11:59am or "Afternoon" being 12:00-6:00pm), as displayed at the time of quote submission. Failure to attend or perform the Job during the selected window without prior cancellation may result in disciplinary measures and forfeiture of payment, in accordance with the Platform Policy.

## **6. Independent Contractor Status**

### **6.1. No Authority to Bind**

Contractors have no authority to bind WashPane in any manner or to make representations or commitments on behalf of WashPane. Contractors act solely on their own behalf when providing services arranged through the Platform.

### **6.2. Equipment and Method of Work**

Contractors are solely responsible for providing all tools, equipment, vehicles, insurance, and other resources necessary to perform the Job. WashPane does not supervise or control how the services are delivered and does not require any particular method, tools, or materials to be used, provided that the services are completed in accordance with the Job requirements to an appropriate standard.

### **6.3. Insurance and Licensing**

- 6.3.1. Contractors are solely responsible for obtaining and maintaining any insurance coverage, certifications, and business licenses required to lawfully offer and perform window cleaning services in their area.

- 6.3.2. Without limitation, Contractors are responsible for maintaining appropriate insurance coverage relevant to the Services they provide, which may include public liability insurance where applicable.
- 6.3.3. The Contractor represents and warrants that they hold and will maintain all such required insurance, licences, and certifications at all times while using the Platform.
- 6.3.4. WashPane does not independently verify the existence, validity, adequacy, or ongoing compliance of any insurance, licences, or certifications held by Contractors. WashPane makes no representations or warranties, express or implied, regarding the completeness, validity, or sufficiency of such coverage.

## **7. Health & Safety Compliance**

- 7.1. Contractors are solely responsible for conducting Jobs in a safe, lawful, and professional manner. This includes complying with all applicable health and safety regulations, using appropriate equipment, and ensuring that any hazards are reasonably mitigated.
- 7.2. WashPane does not supervise, direct, or control how Services are delivered and does not inspect or certify the methods or materials used by Contractors. Contractors acknowledge and accept full responsibility for their own safety and that of any assistants, equipment, or third parties involved in the delivery of the Services.
- 7.3. Contractors acknowledge and accept that all physical tasks performed as part of a Job are undertaken at their own risk. WashPane shall not be liable for any injury, accident, or loss suffered by a Contractor during the performance of Services, and Contractors are solely responsible for ensuring appropriate safety practices and insurance coverage.

## **8. Insurance Requirements**

- 8.1. Contractors are solely responsible for obtaining and maintaining all insurance coverage necessary to perform the Services, including but not limited to public liability insurance, employer's liability insurance (if applicable), and any other cover required by law or relevant to the nature of the Services provided.
- 8.2. WashPane does not provide insurance coverage for Contractors or for any loss, damage, injury, or claim arising out of or in connection with the performance of the Services.
- 8.3. Contractors acknowledge that they are solely responsible for the performance of the Services and for resolving any issues, claims, or disputes arising from

such Services. Contractors are responsible for handling any claims through their own insurance coverage where applicable.

- 8.4.** Contractors agree to provide proof of valid and current insurance to WashPane upon reasonable request. Failure to maintain appropriate insurance or to provide such evidence may result in suspension or removal from the Platform.

## **9. Payments, Taxes, and Financial Responsibilities**

### **9.1. Pricing and Earnings**

- 9.1.1. Contractors are solely responsible for setting the prices of their Quotes submitted through the Platform. By submitting a Quote, the Contractor confirms that the proposed price is appropriate for the Job requirements and includes all applicable taxes and expenses.
- 9.1.2. A Job is not considered confirmed until the Contractor's Quote has been accepted by the Customer. Only after this acceptance is the payment from the Customer processed and the Job formally created.
- 9.1.3. Once the Job is confirmed, the agreed price becomes payable, and payment will be processed by WashPane in accordance with Section **9.2**.

### **9.2. Payment Processing and Disbursement**

- 9.2.1. All payments are processed via Stripe Connect. The total amount collected from the Customer reflects the full value of the Contractor's accepted Quote. From this amount, WashPane deducts a Platform service fee, currently set at ten percent (10%), which covers the operation and maintenance of the Platform, applicable VAT, and related administrative costs.
- 9.2.2. The net amount after such deduction shall be disbursed to the Contractor in accordance with Stripe's standard payout timelines and WashPane's Platform Policy. This payout may be further subject to Stripe-imposed card processing and payout fees, which may vary depending on factors including the Contractor's selected payout method.
- 9.2.3. For further detail on Platform service fees, Stripe deductions, and payout variations, Contractors must refer to Section 5 of the Platform Policy ("Platform Fees"), which forms an integral part of these Terms.

### **9.3. Tax Responsibilities**

- 9.3.1. Contractors are solely responsible for ensuring their compliance with all applicable tax obligations, including but not limited to:
- VAT registration and remittance (if applicable);

- Income tax or corporation tax;
- National Insurance contributions or equivalent;
- Self-employment reporting and returns.

9.3.2. WashPane does not provide tax advice, file returns, or make tax-related deductions on behalf of Contractors. Contractors are solely responsible for maintaining accurate financial records and for determining and meeting their tax obligations, including any requirements to consult with independent tax professionals where applicable.

#### **9.4. Invoicing**

9.4.1. WashPane may issue automated receipts or payment confirmations to Customers following Job completion. These documents are provided on behalf of the Contractor and do not constitute formal tax invoices. Contractors are solely responsible for issuing tax-compliant invoices where legally required, and for ensuring all financial records, tax declarations, and invoicing practices comply with applicable law. WashPane does not provide tax advice and shall not be held liable for any Contractor's failure to meet their fiscal obligations.

#### **9.5. Currency and Withholding**

9.5.1. Unless otherwise stated, all payments processed through the WashPane Platform are denominated in Pounds Sterling (GBP). WashPane disburses funds via Stripe and shall not be liable for any deductions, delays, or charges incurred as a result of a Contractor's payout configuration or jurisdictional tax requirements.

### **10. Contractor Conduct and Platform Use**

#### **10.1. Professional Standards**

10.1.1. Contractors agree to perform all Jobs in a timely, professional, and competent manner consistent with industry standards for window cleaning services. Contractors shall treat Customers and other Users with courtesy and respect and shall refrain from any conduct that may damage WashPane's reputation or interfere with the integrity of the Platform.

#### **10.2. Non-Circumvention**

10.2.1. Contractors shall not use the Platform to solicit, arrange, or complete Jobs with Customers outside of the Platform. Any attempt to bypass

WashPane's systems, including to avoid platform service fees, constitutes a material breach of these Terms. WashPane reserves the right to investigate and take appropriate measures in response to suspected circumvention, including suspension or termination of the Contractor's Account and the recovery of any losses or damages suffered, including loss of fees.

### **10.3. Platform Integrity and Acceptable Use**

10.3.1. Contractors agree not to interfere with the proper functioning of the Platform or engage in any conduct that may be considered abusive, harassing, fraudulent, misleading, or otherwise inappropriate. This includes manipulation of reviews or ratings, creating multiple accounts without authorization, or submitting false or speculative Quotes. Contractors must use the Platform in accordance with all applicable laws and the Acceptable Use Policy.

### **10.4. Compliance with Policies and Law**

10.4.1. Contractors shall comply with all applicable laws, regulations, and licensing requirements in connection with the performance of Services and their use of the Platform. Contractors must also comply with all applicable WashPane policies, including the Platform Policy, Acceptable Use Policy, and Privacy Policy, each of which is hereby incorporated by reference into these Terms.

### **10.5. Pattern of Poor Performance**

10.5.1. WashPane reserves the right to warn, suspend, restrict, or remove Contractors from the Platform based on a pattern of poor Customer feedback, even in the absence of a specific breach of these Terms. This includes repeated complaints relating to service quality, punctuality, or professionalism. Where a Contractor fails to maintain a satisfactory standard of Services, WashPane may, at its sole discretion, suspend or terminate the Contractor's Account and access to the Platform. WashPane shall assess such patterns at its sole discretion and may take appropriate action to protect the integrity of the Platform.

## **11. Cancellations, Refunds, and Failed Payments**

### **11.1. Impact of Cancellations on Payments**

In the event that a Contractor cancels a confirmed Job after Customer payment has been collected, WashPane may, at its sole discretion, initiate a full refund to the Customer. The full procedures, thresholds, and eligibility conditions for

cancellations, refunds, and chargebacks are set forth in the Platform Policy. Contractors are deemed to have reviewed and accepted the terms therein as a condition of continued use of the Platform.

## **12. Disputes and Complaints**

Contractors must follow the dispute and refund-Complaint process set out in the WashPane Platform Policy, which governs the reporting, review, and resolution of any disagreements between Customers and Contractors. WashPane's role in such matters is limited to facilitating resolution in accordance with that Policy and, where appropriate, coordinating any payment adjustments through Stripe. Contractors agree that WashPane's determination under the Platform Policy is final and binding for the purposes of Platform use, and that WashPane may withhold or release funds in line with that determination. Nothing in this clause limits either party's legal rights under applicable UK law.

## **13. Intellectual Property and Content**

### **13.1. Platform Ownership**

All intellectual property rights in and to the Platform, including but not limited to its name, logo, design, features, software, and all content made available by WashPane Ltd., are and shall remain the exclusive property of WashPane Ltd. or its licensors. Nothing in this Agreement shall be construed as transferring or granting any right, title, or interest to the Contractor except for the limited right to access and use the Platform in accordance with these Terms.

### **13.2. Use Restrictions**

Contractors shall not:

13.2.1. Copy, reproduce, distribute, modify, or create derivative works of any portion of the Platform or its content;

13.2.2. Reverse engineer, decompile, or otherwise attempt to extract the source code or underlying technology of the Platform;

13.2.3. Use any trademarks, logos, or branding of WashPane Ltd. without express written permission.

### **13.3. Contractor Content and License Grant**

By uploading, posting, or otherwise submitting any content (including, but not limited to, company names, profile pictures, service descriptions, or messages)

to the Platform, the Contractor grants WashPane Ltd. a non-exclusive, royalty-free, worldwide, sublicensable license to use, reproduce, publish, display, and distribute such content solely in connection with the operation, promotion, and improvement of the Platform.

#### **13.4. Content Accuracy and Responsibility**

Contractors are solely responsible for ensuring that any content they provide on the Platform is accurate, lawful, and does not infringe the rights of any third party. WashPane reserves the right to remove or edit any content that it reasonably believes to be false, misleading, offensive, or in violation of these Terms or applicable law.

#### **13.5. Third-Party Content**

The Platform may contain content or links to content provided by third parties. WashPane is not responsible for the accuracy, legality, or appropriateness of such third-party content and does not endorse or assume liability for it.

### **14. Confidentiality and Data Use**

#### **14.1. Confidential Information**

During the course of using the Platform, Contractors may receive access to non-public, confidential, or proprietary information relating to WashPane Ltd., its Customers, or other Users, including but not limited to business operations, personal data, pricing, and technical information (“Confidential Information”). Contractors agree to treat all such information as strictly confidential and not to disclose, use, or reproduce such information except as necessary to perform their obligations under these Terms or as required by law.

#### **14.2. Exceptions**

The obligations in Section **14.1** shall not apply to information that:

- 14.2.1. Was already known to the Contractor before disclosure by WashPane or a Customer;
- 14.2.2. Is or becomes publicly available through no fault of the Contractor;
- 14.2.3. Is lawfully obtained by the Contractor from a third party without breach of any confidentiality obligation;
- 14.2.4. Is required to be disclosed by law, regulation, or court order, provided that the Contractor gives prompt notice (where legally permissible) to WashPane and cooperates, at WashPane’s expense, in any efforts to limit or contest such disclosure.

### **14.3. Data Protection and Privacy**

14.3.1. Contractors acknowledge and agree that WashPane collects, stores, and processes personal data in accordance with its Privacy Policy and all applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR).

14.3.2. Contractors agree to:

- Process any personal data of Customers obtained through the Platform solely for the purpose of performing the agreed Services;
- Not to use such data for any unrelated purposes, including marketing or profiling;
- Maintain appropriate technical and organisational measures to protect personal data against unauthorised access, loss, or misuse;
- Notify WashPane immediately of any actual or suspected data breach involving personal data obtained through the Platform.

14.3.3. Contractors must not store or reuse Customer contact details, addresses, or Job information for any purpose unrelated to the Job or outside the permitted timeframe. Use of such data for future marketing, contact, or profiling is strictly prohibited and may result in account suspension and legal action.

### **14.4. Survival**

14.4.1. The obligations under this Section shall survive the termination or expiration of these Terms for a period of five (5) years, or longer where required by law or applicable data protection regulations.

14.4.2. Upon termination of their access to the Platform, the Contractor must cease all use of any personal data obtained through the Platform and must securely delete or anonymise such data, except to the extent that retention is required by applicable law. Contractors must at all times comply with applicable data protection laws in relation to any personal data processed in connection with the Services.

## **15. Disclaimers and Limitation of Liability**

### **15.1. Platform Provided “As Is”**

The Platform and all related services are provided on an “as is” and “as

available” basis. WashPane makes no warranties or representations, express or implied, regarding the reliability, timeliness, quality, suitability, or availability of the Platform or any Services provided through it. To the fullest extent permitted by law, WashPane disclaims all warranties, express or implied, including any warranties of merchantability, fitness for a particular purpose, and non-infringement.

**15.2. No Guarantee of Job Volume or Earnings**

WashPane does not guarantee that Contractors will receive any particular number of Job opportunities, that Quotes will be accepted by Customers, or that Contractors will earn any minimum amount. Access to Jobs is subject to availability, user demand, and Contractor compliance with these Terms and the Acceptable Use Policy.

**15.3. Third-Party Services**

The Platform may include integrations or links to third-party services, such as Stripe for payment processing. WashPane is not responsible for the acts, omissions, or availability of such third-party services and makes no warranty in relation to their performance or compliance. Contractors use such services at their own risk and are subject to the terms and privacy policies of the respective third parties.

**15.4. Limitation of Liability**

To the maximum extent permitted by applicable law, WashPane shall not be liable to any Contractor for any indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of profits, loss of data, business interruption, or reputational harm, whether based on contract, tort (including negligence), or otherwise, arising out of or in connection with the use of the Platform, the performance or failure of any Job, or these Terms.

**15.5. Direct Liability**

Notwithstanding anything to the contrary, WashPane’s total aggregate liability to any Contractor under these Terms shall not exceed the total amount of Platform service fees retained by WashPane from Jobs completed by that Contractor in the three (3) months preceding the event giving rise to the claim.

**15.6. Jurisdictional Exceptions**

Nothing in these Terms shall limit or exclude liability where such limitation or exclusion is prohibited by applicable law. This includes, without limitation,

liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, whether by WashPane or the Contractor.

## **16. Termination and Suspension**

### **16.1. Voluntary Termination by Contractor**

Contractors may terminate their Account at any time by following the designated process within the Platform or by submitting a written request to WashPane. Termination shall not affect any obligations accrued prior to the date of termination, including obligations relating to payments, refunds, or disputes.

### **16.2. Suspension or Termination by WashPane**

16.2.1. WashPane reserves the right to suspend, restrict, or terminate a Contractor's access to the Platform, in whole or in part, with or without notice, in the event of:

- A breach of these Terms, the Platform Policy, or the Acceptable Use Policy;
- Non-compliance with legal or regulatory requirements;
- Fraud, misconduct, or abusive behaviour;
- Failure to complete accepted Jobs without valid reason;
- Account inactivity for an extended period, as determined by WashPane.

16.2.2. WashPane may withhold funds, remove Quotes or Jobs, and take any other action reasonably necessary to protect the Platform, its users, or its legal interests during the period of suspension or following termination.

### **16.3. Effect of Termination**

Upon termination:

16.3.1. The Contractor's access to the Platform and associated systems will cease;

16.3.2. Any pending Jobs not yet performed may be cancelled at WashPane's discretion;

16.3.3. Any outstanding financial obligations, including refunds, fee adjustments, or disputed amounts, shall remain enforceable; **and**

16.3.4. Contractors may not create a new Account without express written permission from WashPane.

#### **16.4. Surviving Provisions**

The following sections shall survive termination of this Agreement: Sections relating to Definitions, Payment and Financial Responsibilities, Insurance and Liability, Disclaimers and Limitation of Liability, Dispute Resolution, and any other provisions which by their nature are intended to survive.

### **17. Governing Law and Jurisdiction**

#### **17.1. Governing Law**

These Contractor Terms of Service, and any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with the laws of England and Wales.

#### **17.2. Jurisdiction**

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms, the Platform Policy, or the use of the Platform.

#### **17.3. Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

#### **17.4. Waiver**

No failure or delay by WashPane to exercise any right or remedy under these Terms shall constitute a waiver of that or any other right or remedy. Any waiver must be in writing and signed by an authorised representative of WashPane.

#### **17.5. Force Majeure**

Neither WashPane nor the Contractor shall be liable for any failure or delay in performing their obligations under these Terms to the extent that such failure or delay is caused by a Force Majeure Event.

A "Force Majeure Event" means any event beyond a party's reasonable control, including but not limited to lock-outs, strikes or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources

or transport networks, acts of God, terrorism, riot, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, chemical or biological contamination, explosions, collapse of building structures, fires, epidemics, pandemics, flood or other extreme adverse weather conditions, failure of communications networks, or default of suppliers.

Where a Contractor is unable to perform the Services due to a Force Majeure Event, the Contractor must notify WashPane as soon as reasonably practicable.

## **18. Changes to These Terms**

### **18.1. Right to Modify**

WashPane reserves the right to amend, update, or otherwise modify these Contractor Terms of Service at any time and for any reason. Any such changes shall become effective upon posting the revised version on the Platform, unless otherwise stated.

### **18.2. Notification of Changes**

Where changes are material, WashPane will provide reasonable notice via email, Platform notification, or other suitable means prior to the effective date of the updated terms. What constitutes a material change will be determined at WashPane's sole discretion.

### **18.3. Continued Use as Acceptance**

Your continued use of the Platform or engagement in Jobs after the effective date of any changes constitutes your acceptance of the updated Terms. If you do not agree to the updated Terms, you must cease using the Platform and may close your Account in accordance with Section **16**.

## **19. Contact Information**

If you have any questions, concerns, or notices regarding these Contractor Terms of Service, you may contact WashPane Ltd. using the following details:

### **WashPane Ltd**

**Company number:** 16771145

**Email:** legal@washpane.com

**Postal Address:** 128 City Road, London, United Kingdom, EC1V 2NX

All legal notices must be sent in writing to the email address above unless otherwise specified.