

Proflow Gutter Cleaning

Terms & Conditions

Last updated: 6 October 2026

These Terms & Conditions apply to services supplied by **Tom Steel, trading as Proflow Gutter Cleaning** ("Proflow", "we", "us" or "our").

They are intended to set out clearly what customers can expect from Proflow and what we require from customers when providing our services.

Nothing in these Terms & Conditions is intended to exclude, restrict or reduce any rights a consumer has under applicable law, including the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 where applicable.

For questions about these Terms & Conditions, please contact:

Proflow Gutter Cleaning

Email: tom@proflowguttercleaning.co.uk

Website: proflowguttercleaning.co.uk

1. About Proflow Gutter Cleaning

Proflow Gutter Cleaning is operated by **Tom Steel as a sole trader**.

We provide gutter cleaning and related exterior property-maintenance services to residential and commercial customers.

Our services may include:

- gutter clearing and cleaning;
- gutter inspections;
- downpipe checks and clearing where accessible and within the agreed scope;
- exterior gutter cleaning;
- soffit and fascia cleaning;
- associated exterior cleaning services; and
- other services specifically described in a quotation or otherwise agreed in writing.

The precise scope of each job will be determined by the quotation, booking confirmation and any subsequent written agreement between Proflow and the customer.

2. Definitions

For the purposes of these Terms & Conditions:

"Customer" means the individual, business or organisation purchasing or requesting services from Proflow.

"Consumer" means an individual acting wholly or mainly for purposes outside their trade, business, craft or profession.

"Business Customer" means a customer acting for purposes relating to their trade, business, craft or profession.

"Services" means the services Proflow has agreed to provide.

"Property" means the property, premises or location at which the Services are to be performed.

"Quotation" means the price and scope of work proposed by Proflow.

"Booking Confirmation" means the confirmation sent by Proflow accepting the booking and normally confirming information such as the date, time, Property and Services.

3. Quotations and estimates

Unless otherwise stated, quotations issued by Proflow are valid for **28 days from the date of issue**.

A quotation is based on the information reasonably available to us at the time it is prepared. This may include information supplied by the Customer, photographs, observations made during an inspection, property information and the reasonably apparent condition and accessibility of the Property.

A quotation will normally state the work that Proflow proposes to carry out and the price for that work.

A quotation does not necessarily include work that could not reasonably have been anticipated when the quotation was prepared.

Where the condition, size, accessibility or other material characteristic of the Property differs significantly from the information on which the quotation was based, we will discuss this with the Customer before undertaking material additional chargeable work.

We will not deliberately carry out additional chargeable work without first obtaining the Customer's agreement.

Obvious pricing or typographical errors in a quotation do not bind either party where it would be unreasonable to treat the erroneous price as genuine. If we identify such an error before work begins, we will notify the Customer promptly and provide the correct information so the Customer can decide whether to proceed.

4. Formation of the contract and booking confirmation

An enquiry, estimate or quotation does not by itself constitute a confirmed booking.

A booking becomes confirmed, and the contract between Proflow and the Customer is formed, when **Proflow sends the Customer a Booking Confirmation email accepting the booking.**

The Booking Confirmation will normally include or confirm details such as:

- the Customer's details;
- the Property address;
- the Services booked;
- the agreed date and/or approximate arrival time or appointment window; and
- other important booking information where applicable.

The Quotation, Booking Confirmation, these Terms & Conditions and any subsequently agreed written variation together form the agreement between Proflow and the Customer.

Customers should check the Booking Confirmation and notify us promptly if anything is incorrect.

5. Consumer cancellation rights

This section applies to **Consumers** and does not apply in the same way to Business Customers.

Depending on how a contract is formed, particularly where it is entered into at a distance or away from our business premises, a Consumer may have a statutory right to cancel the contract

during a **14-day cancellation period** under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. [London Borough of Bromley](#)

Where that statutory right applies, the cancellation period generally runs for 14 days from the day after the contract is entered into.

A Consumer wishing to exercise a statutory right to cancel should communicate clearly to Proflow that they wish to cancel. This can be done by emailing tom@proflowguttercleaning.co.uk or by another clear communication to us.

Work requested within the 14-day cancellation period

Many gutter-cleaning bookings will naturally be scheduled within 14 days of confirmation.

Where a Consumer wants Proflow to begin providing the Services during an applicable statutory cancellation period, we may ask the Consumer to **expressly request that the Services begin during that period**.

If the Consumer subsequently exercises a statutory cancellation right after work has begun, the Consumer may be required, where permitted by law, to pay a proportionate amount for Services already supplied up to the time cancellation is communicated.

If the Services have been fully performed during the cancellation period, the Consumer may lose the statutory right to cancel once the Services have been completed, provided the legal requirements for doing so have been satisfied, including the necessary request and acknowledgement from the Consumer. [London Borough of Bromley](#)

Nothing in this section affects any other statutory rights the Consumer may have.

6. Proflow's standard cancellation and rescheduling policy

In addition to any statutory rights described above, Proflow operates the following general cancellation and rescheduling policy.

We ask Customers to provide **at least 24 hours' notice** if they need to cancel or reschedule an appointment.

Where at least 24 hours' notice is provided, Proflow will not normally charge a cancellation or rescheduling fee.

Less than 24 hours' notice

Where a Customer cancels or reschedules with less than 24 hours' notice, Proflow reserves the right to recover a **reasonable amount reflecting losses or costs actually incurred as a result of the late cancellation**, taking into account any reasonable steps we can take to reduce those losses.

We will not impose an arbitrary or disproportionate penalty simply because an appointment has been cancelled.

Where there is a genuine emergency or other exceptional circumstance, we may waive any cancellation amount at our discretion.

This policy does not override any statutory cancellation right available to a Consumer.

This approach reflects current CMA guidance that cancellation charges and retained prepayments should be proportionate to genuine losses rather than operate as excessive penalties. [GOV.UK](https://gov.uk)

7. Deposits

For jobs quoted at **£500 or more**, Proflow normally requires a **50% deposit** before the booking is secured or work commences.

Unless otherwise agreed, jobs below £500 do not require a deposit.

Any required deposit and payment deadline will be communicated to the Customer.

A deposit forms part of the total price and will be deducted from the final amount payable.

If the Customer cancels

Where a Customer cancels, any amount retained from a deposit will be limited to an amount that Proflow is lawfully entitled to retain, taking account of matters such as:

- work already carried out;
- reasonable costs already incurred specifically for the job;
- genuine losses arising directly from the cancellation; and
- reasonable steps available to Proflow to reduce those losses.

A deposit will **not automatically become wholly non-refundable** merely because the Customer cancels.

Any statutory cancellation rights take priority over this general cancellation policy.

If Proflow cancels

If Proflow permanently cancels a job and is unable to provide the agreed Services, and the Customer is not responsible for the cancellation, any deposit paid for Services not provided will be refunded.

Weather postponements

If a job is postponed because of unsuitable weather or another temporary safety issue, the deposit will normally remain against the booking and be transferred to the rearranged appointment.

A weather postponement does not, by itself, cause the Customer to lose the deposit.

8. Appointment times

We will make reasonable efforts to attend on the agreed date and at the agreed time or within any appointment window stated in the Booking Confirmation.

However, appointment times may occasionally be affected by:

- earlier jobs taking longer than reasonably anticipated;
- traffic;
- weather;
- equipment problems;
- emergencies;
- access problems; or
- other circumstances outside our reasonable control.

Where we expect a significant delay, we will make reasonable efforts to inform the Customer.

Unless expressly agreed otherwise, appointment times should not be treated as guarantees that work will begin or finish at an exact minute.

9. Weather and safety

Gutter cleaning and exterior property work are affected by weather and site conditions.

Proflow may postpone, suspend or stop work where we reasonably believe conditions make the work unsafe, impractical or likely to cause damage.

Examples may include:

- high winds;
- severe rain;
- storms;
- lightning;
- snow or ice;
- extreme weather;
- unsafe ground conditions;
- unsafe access;
- hazardous conditions at the Property; or
- other circumstances creating an unreasonable health and safety risk.

Where possible, we will arrange a suitable alternative date.

A genuine weather or safety postponement will not be treated as a cancellation by the Customer.

10. Access to the Property

The Customer is responsible for ensuring that Proflow has reasonable and safe access to all areas necessary to carry out the agreed Services.

This may include ensuring:

- gates are unlocked or access arrangements have been provided;
- gardens and relevant external areas can be accessed;
- driveways or working areas are reasonably clear where necessary;
- pets are appropriately secured;
- vehicles or movable objects are relocated where reasonably requested; and
- any known access restrictions are communicated to us in advance.

The Customer does **not** need to be present while the work is carried out where this has been agreed and Proflow can safely and lawfully access the required areas.

If we cannot carry out some or all of the Services because the Customer has failed to provide agreed access, we will attempt to contact the Customer.

Where the problem cannot reasonably be resolved, the appointment may need to be rearranged and any reasonable costs or losses caused by the failed access may be recoverable from the Customer, subject to applicable consumer law.

11. Standard gutter-clearing service

Unless a quotation states otherwise, a standard gutter-clearing service generally includes:

- removal of accessible debris from the gutter channels covered by the quotation;
- clearing accessible gutter outlets; and
- checking and, where reasonably accessible and practicable, clearing debris affecting accessible downpipe entrances.

The purpose of the service is to remove accessible accumulated debris from the agreed guttering.

A standard gutter clear does **not automatically include**:

- repair or replacement of guttering;
- replacement of brackets, joints, seals or fittings;
- roof repairs;
- tile or slate repairs;
- structural work;
- underground drainage work;
- excavation;
- dismantling of guttering or downpipes;
- extensive disassembly of drainage components;
- plumbing work;
- removal or treatment of asbestos or hazardous materials;
- repair of pre-existing defects; or
- other work not specified in the Quotation.

Any additional service will only form part of the contract where it has been expressly included or subsequently agreed.

12. Downpipes and drainage

We will make reasonable efforts to identify and clear accessible downpipe blockages where this falls within the agreed scope of work.

However, some blockages may occur:

- deep within a downpipe;
- within inaccessible sections;
- beneath ground level;
- within underground drainage;
- behind fixed structures; or

- in locations that cannot safely be accessed using our normal methods.

Unless specifically included in the Quotation, Proflow is not responsible for excavation, underground drainage work, dismantling pipework or specialist drainage services.

If we identify a problem outside the agreed scope, we will explain this to the Customer where reasonably possible.

13. Inspections and cameras

Proflow may use pole-mounted cameras or other equipment to inspect gutters and related areas from ground level.

An inspection is intended to provide a practical assessment based on what can reasonably be observed.

It is **not a structural survey, building survey, roofing survey or drainage survey**.

An inspection cannot guarantee identification of every defect, particularly where an issue is concealed, inaccessible, intermittent or not reasonably visible using the inspection method employed.

14. Pre-existing defects and unforeseen conditions

Buildings and guttering systems can contain defects that are not reasonably apparent before work begins.

Examples include:

- cracked or brittle guttering;
- loose brackets;
- failed seals;
- deteriorated joints;
- poorly fitted components;
- damaged downpipes;
- loose roof tiles;
- deteriorated roofline materials;
- hidden blockages;
- defective drainage;
- previous poor-quality repairs; and
- other concealed or pre-existing problems.

If we discover a material issue during the work, we may pause or modify the work where reasonably necessary.

Where the issue requires work outside the agreed scope, we will explain the situation to the Customer and, where appropriate, provide or agree a price for additional work before proceeding.

The Customer will not be charged for material additional work without agreement.

15. Fragile or deteriorated materials

Gutters, downpipes, brackets, roofline materials and associated components may become brittle, loose or weakened through age, weathering, corrosion, poor installation or previous damage.

Proflow will exercise reasonable care and skill when carrying out the Services.

However, we are not responsible for deterioration, failure or damage caused by a pre-existing defect or weakness that could not reasonably have been identified or avoided through the exercise of reasonable care and skill.

Where we identify an obvious risk before or during the work, we will take reasonable steps to bring it to the Customer's attention.

Nothing in this section excludes liability where damage results from Proflow failing to exercise reasonable care and skill.

16. Customer responsibilities

The Customer agrees to:

- provide accurate information relevant to the job;
- tell us about known defects, hazards or access restrictions;
- provide reasonable access to the Property;
- ensure that we have permission to work at the Property;
- secure pets where necessary;
- follow reasonable safety requests made by Proflow;
- make agreed payments when due; and
- avoid interfering with equipment or work areas while Services are being carried out.

Where the Customer is not the owner of the Property, the Customer is responsible for ensuring they have the necessary authority or permission to instruct us to perform the Services.

17. Health and safety

Proflow determines the methods and equipment reasonably appropriate for performing the Services safely.

We may refuse to carry out or continue work where we reasonably consider there to be a health or safety risk.

Customers and other persons at the Property should not interfere with our equipment or enter a work area where doing so may create a safety risk.

Where a hazard becomes apparent after work has started, we may suspend work until it can safely continue.

18. Photographs and video

Proflow may take photographs or video before, during and after work for purposes including:

- inspections;
- documenting gutter condition;
- demonstrating findings to the Customer;
- documenting work completed;
- maintaining job records;
- supporting quotations; and
- resolving queries or complaints.

We may also use suitable before-and-after photographs for marketing, including on our website, social media or business profiles.

We will seek to avoid unnecessarily identifying individuals or displaying sensitive personal information.

Customers may ask us not to use photographs of their Property for marketing purposes at any time by contacting us.

Further information about how photographs and personal information are handled is available in our **Privacy Policy**.

19. Prices

The price payable will normally be the price stated in the accepted Quotation or otherwise agreed with the Customer.

Where additional work becomes necessary or desirable after work has begun, we will explain the issue and agree any material additional charge before carrying out that additional work.

We will not intentionally add undisclosed charges after the work has been completed.

Where applicable, any taxes or other mandatory charges will be dealt with as required by law and reflected appropriately in our pricing or invoices.

20. Payment

Unless otherwise agreed in writing, payment is due **within 7 calendar days of the invoice date**.

Proflow currently accepts payment by:

- bank transfer; or
- cash.

Payment instructions will be provided on the invoice or otherwise communicated to the Customer.

Customers should use any requested payment reference where reasonably possible.

21. Late payment – Consumers

If a Consumer does not pay an invoice when due, Proflow will normally attempt to resolve the matter by contacting the Customer and issuing an appropriate reminder.

If payment remains outstanding after a reasonable opportunity to pay, we may take proportionate steps to recover the debt.

This may include:

- further written reminders;
- a formal request for payment;
- recovery of amounts that we are lawfully entitled to recover; and
- court or other lawful debt-recovery proceedings where necessary.

We will not impose arbitrary or disproportionate late-payment penalties on Consumers.

Nothing in this section prevents Proflow from exercising rights available under applicable law.

22. Late payment – Business Customers

Where a Business Customer fails to pay an amount when due, Proflow may exercise applicable statutory rights relating to late commercial payments.

This may include claiming statutory interest and permitted debt-recovery costs under the **Late Payment of Commercial Debts (Interest) Act 1998** and associated legislation.

Current UK guidance provides for statutory interest on qualifying late business-to-business payments at **8 percentage points above the Bank of England base rate**, together with statutory fixed recovery sums where applicable. [GOV.UK](https://www.gov.uk)

Any such rights will be exercised in accordance with the law applying at the relevant time.

23. Our standard of service

Proflow will perform its Services with reasonable care and skill.

For Consumers, this reflects the statutory standard under the Consumer Rights Act 2015. [Legislation.gov.uk](https://www.legislation.gov.uk)

We will also make reasonable efforts to perform the work in accordance with the description and scope agreed with the Customer.

Nothing in these Terms & Conditions excludes or restricts any liability that cannot lawfully be excluded or restricted.

24. 30-day workmanship guarantee

In addition to any statutory rights, Proflow provides a **30-day workmanship guarantee** on work carried out by us.

The guarantee runs from the date the relevant work is completed.

If a problem arises within 30 days and is attributable to the way Proflow performed the agreed work, the Customer should contact us as soon as reasonably possible.

Where the guarantee applies, we will inspect the issue where appropriate and take reasonable steps to put the workmanship issue right without additional charge.

The workmanship guarantee does not cover:

- new leaves, moss, silt or other debris accumulating after the service;
- new gutter blockages arising after completion;
- storms or extreme weather;
- damage caused by third parties;
- pest or animal activity;
- pre-existing defects;
- defective or deteriorated guttering;
- failed joints, brackets or seals not caused by our work;
- roof defects;
- structural problems;
- underground drainage problems;
- issues outside the agreed scope of work; or
- events outside Proflow's reasonable control.

The 30-day guarantee is an **additional Proflow guarantee**. It does not replace, shorten or restrict any statutory rights or remedies available to a Consumer.

In particular, expiry of the 30-day guarantee does **not** mean that a Consumer loses any rights they may have under consumer law.

25. Problems with the work and complaints

If a Customer is unhappy with any aspect of our work, we ask them to contact us **as soon as reasonably possible**.

Please contact:

tom@proflowguttercleaning.co.uk

Please provide enough information for us to understand the issue and, where useful, photographs showing the problem.

We ask Customers to give us a reasonable opportunity to:

1. understand the concern;
2. inspect the relevant work where appropriate; and
3. put the matter right where Proflow is responsible and it is reasonable and lawful to do so.

We aim to resolve concerns fairly and professionally.

For Consumers, statutory remedies may include repeat performance and, in appropriate circumstances, a price reduction. These statutory rights are not restricted by these Terms & Conditions. [Legislation.gov.uk](https://legislation.gov.uk)

26. Damage to Property

Proflow will exercise reasonable care and skill when working at a Customer's Property.

If we cause damage because we have failed to exercise reasonable care and skill, we will deal with the matter appropriately and in accordance with our legal obligations.

We will not, however, be responsible to the extent that damage or failure results from matters such as:

- a pre-existing defect;
- deterioration through age;
- brittle or weakened materials;
- defective installation;
- concealed defects;
- previous damage;
- inaccurate information supplied by the Customer; or
- circumstances that could not reasonably have been identified or avoided by exercising reasonable care and skill.

Nothing in these Terms excludes or limits liability where it would be unlawful to do so.

In particular, nothing excludes or restricts liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or restricted.

Consumer contracts cannot lawfully remove the statutory requirement for services to be performed with reasonable care and skill. [Legislation.gov.uk](https://legislation.gov.uk)

27. Limits of gutter cleaning

Gutter cleaning is a maintenance service. It cannot guarantee that a guttering or drainage system will remain free-flowing indefinitely.

Gutters may become blocked again after cleaning because of:

- falling leaves;
- moss;
- roof debris;
- birds or other animals;
- nearby trees;
- storms;
- deteriorating roofing materials;
- building work;
- defects in the guttering or drainage system; or
- other environmental factors.

The fact that a gutter subsequently becomes blocked does not necessarily mean the original service was performed incorrectly.

28. Water flow and drainage

Removing debris from gutters does not guarantee that all rainwater-management problems at a Property will be resolved.

Overflowing or poor drainage may also result from:

- inadequate gutter capacity;
- incorrect gutter falls;
- damaged or poorly installed guttering;
- blocked underground drains;
- defective downpipes;
- roof design;
- unusually heavy rainfall;
- structural defects; or
- other problems outside the scope of gutter cleaning.

Where we identify such an issue, we will explain it where reasonably practicable, but Proflow is not responsible for repairing or diagnosing matters outside the Services we have agreed to provide.

29. Insurance

Proflow maintains insurance appropriate to the services we provide.

The existence of insurance does not change the contractual responsibilities of either Proflow or the Customer under these Terms & Conditions or applicable law.

30. Cancellation by Proflow

Proflow may cancel, postpone or terminate a booking where there is a reasonable and legitimate reason to do so.

Examples include:

- unsafe working conditions;
- severe weather;
- inability to obtain safe or agreed access;
- hazardous materials;
- equipment failure where no reasonable alternative is available;
- illness or emergency;
- abusive, threatening or unsafe behaviour;
- the Customer requiring work that would be unsafe or unlawful;
- material information about the Property having been withheld or inaccurately provided;
- circumstances beyond our reasonable control; or
- a serious breach of the agreement by the Customer.

Where possible, we will give reasonable notice.

Where the Customer is not at fault and Proflow permanently cancels without providing the Services, any prepayment relating to Services that will not be supplied will be refunded as appropriate.

We will not use this provision to cancel arbitrarily or unfairly.

31. Circumstances outside our reasonable control

Neither party will be responsible for a failure or delay in performing contractual obligations to the extent that performance is prevented by circumstances genuinely outside that party's reasonable control.

For Proflow, these circumstances may include severe weather, natural events, significant transport disruption, serious equipment failure, emergency restrictions, widespread utility failure or other comparable events.

Where such circumstances arise, we will take reasonable steps to minimise disruption and, where appropriate, rearrange the Services.

This section does not remove rights that cannot lawfully be excluded.

32. Consumer statutory rights

Nothing in these Terms & Conditions affects a Consumer's statutory rights.

Under the Consumer Rights Act 2015, services supplied to Consumers must be performed with **reasonable care and skill**. Consumers may also have statutory remedies where services do not conform to the contract, including repeat performance and, in certain circumstances, an appropriate price reduction. [Legislation.gov.uk](https://legislation.gov.uk)

These rights exist independently of Proflow's 30-day workmanship guarantee.

Where there is a conflict between these Terms & Conditions and a mandatory statutory right, the statutory right takes precedence.

33. Business Customers

Where the Customer is a Business Customer rather than a Consumer, consumer-specific statutory rights and cancellation provisions will not apply unless the law expressly provides otherwise.

Business Customers remain responsible for paying invoices according to the agreed payment terms.

Applicable statutory commercial late-payment rights may apply as described in section 22.

Nothing in these Terms excludes liability that cannot lawfully be excluded in a business-to-business contract.

34. Personal information

We process personal information in accordance with our **Privacy Policy**.

This includes information used to:

- respond to enquiries;
- prepare quotations;
- manage bookings;
- provide Services;
- maintain customer and job records;
- issue invoices;
- communicate with Customers; and
- operate and improve our business.

Our Privacy Policy is available through the Proflow website.

Our use of cookies and similar technologies is addressed separately in our **Cookie Policy**.

35. Changes to an individual booking

Any agreed change to the scope, price, date or other material aspect of a booking should be recorded in writing where reasonably practicable, including by email, text message or WhatsApp.

Neither party should assume that a material change has been agreed merely because it was discussed but not accepted.

36. Changes to these Terms & Conditions

Proflow may update these Terms & Conditions from time to time.

Changes will not retrospectively alter an existing confirmed contract merely because a newer version is later published on our website.

The version applicable to a booking will generally be the version provided or made available when the contract was entered into, together with any changes subsequently agreed between Proflow and the Customer.

The date at the top of this document indicates when these Terms & Conditions were last updated.

37. If part of these Terms is unenforceable

If a court or other competent authority determines that part of these Terms & Conditions is unlawful, invalid or unenforceable, that will not automatically make the remainder of the Terms & Conditions invalid.

The remaining provisions will continue to apply to the extent permitted by law.

38. No waiver

If Proflow does not immediately enforce a right under these Terms & Conditions, that does not necessarily mean that right has been waived.

Similarly, allowing additional time for payment or accommodating a Customer on one occasion does not automatically require us to do the same on another occasion.

This provision does not affect statutory consumer rights.

39. Third-party rights

Unless the law requires otherwise, the contract is between Proflow and the Customer.

A person who is not a party to the contract does not normally have a right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

40. Governing law and jurisdiction

These Terms & Conditions and contracts entered into under them are governed by the laws of **England and Wales**.

Where the Customer is a Consumer, nothing in this provision deprives them of any mandatory protections or rights regarding jurisdiction that apply to them under law.

Subject to those Consumer rights, disputes relating to these Terms & Conditions or the Services will be dealt with by the courts of England and Wales.

41. Contacting Proflow

If you have any questions about these Terms & Conditions, a booking, payment or work carried out by Proflow, please contact:

Tom Steel

Trading as Proflow Gutter Cleaning

Email: tom@proflowguttercleaning.co.uk

Website: proflowguttercleaning.co.uk

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