

## TERMS AND CONDITIONS

### **Definitions**

In these Terms of Business the following definitions apply:

“The Company”, “We”, “Us” - means Complete Cleaning Services.

“Cleaner” - means the person or firm carrying out cleaning services on behalf of the Company.

“Client” - means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the cleaning services are supplied by the Company.

“Service” - means the cleaning or maintenance services carried out on behalf of the Company.

“Cleaning Visit” - means the visit to the Client’s service address by the Cleaner in order to carry out the Service. Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.

The Headings contained in these Terms are for convenience only and do not affect their interpretation

### **Contract**

These Terms and Conditions represent a contract between Complete Cleaning Services and the Client.

The Client agrees that any use of the Company’s services, including placing an order for services by telephone, fax, email, website forms shall constitute the Client’s acceptance of these Terms and Conditions.

Unless otherwise agreed in writing by a director of the Company, these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client.

No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the Company.

The Company DOES NOT offer any guarantee of results of any services offered. Should the client be unhappy with the results of any service, a free re-clean will be offered to rectify the situation once evidence has been provided to show the Company has failed to provide the service as advertised.

Equipment - Cleaning materials (detergents, solutions, towels, cloths, gloves) and equipment (vacuum cleaner, iron, ironing board, mop, brush and broom etc.) are provided by the Company.

Payment - Payment is due prior to service commencement in the form of a bank transfer/standing order, cash on the day or a major credit/debit card (UK only) payment. We reserve the right to cancel services without notice due to declined credit card transactions or non-cleared funds.

The Company reserves the right to request a deposit payable to the Company by debit/credit card at time of booking for one off / end of tenancy cleans. The remaining balance must be paid by cash or debit/credit card before the service commences. If no payment has been received at the time of completion of the cleaning service, the Client agrees to and authorizes the Company to charge his debit/credit card with the outstanding amount.

Although greatly appreciated and a powerful way to say 'Thank you', the Client understands that tipping is not required.

The Company reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 8% per annum above the Bank of England base rate from the due date until the date of actual payment.

If the Company is forced to refer the Client's account for collection to a third party then extra costs may be added to the outstanding amount by the debt collecting company.

Any bank charges incurred due to a Client's cheque being returned unpaid will be passed to the Client at a flat rate of £30.00 per cheque.

The Company reserves the right to cancel any contract and back charge additional for past services to reflect the balance of the standard rate(s) if any misleading or false information was used to obtain discounted services.

The Client agrees to and authorises the Company to charge his debit/credit card with any outstanding amounts owed to the Company

Refunds - No refund claims will be entertained once the cleaning service has been carried out.

Cancellation - The contracted Client agrees to pay the full price of the cleaning visit, if: a) The Client cancels or changes the date/time less than 48 hours prior to the scheduled appointment; b) The Client fails to provide access to the service premises thus preventing the Company to carry out the booked work; c) There is a problem with the Client's keys and the cleaning operatives cannot let themselves in; d) if the cleaning operatives are unable to gain access to the Client's home, through no fault of the Company. If keys are provided they must open all locks without any special efforts or skills.

If the Client needs to change / reschedule a cleaning day or time the Company will do its best to accommodate them. A minimum 7 days notice is required to avoid any loss of deposit used against their appointment. Please note that the Company cannot guarantee that the same operative will be available on the new day and at the time the Client requires. Any changes in the cleaning schedule are subject to availability.

Claims - The Company's public liability insurance will cover damages caused by a cleaning operative working on behalf of the Company up to £1,000,000.00. All claims are subject to an excess of £100.00 payable by the Client. The insurance policy includes extra protection by adding Fidelity Risk cover of up to £10,000.00.

The Client agrees that due to the nature of the service the Company guarantees only to rectify any problems reported within 48 hours. If a problem occurs on a Saturday it must be reported by Monday 12:00 in order to be accepted as a valid claim. Failure to do so will entitle the Client to nothing. The Company reserves the right to be allowed the opportunity to rectify and problems reported with their service - we will not entertain any claim / complaints made where this has not happened. The Company may require entry to the location of the claim within 72 hours to correct the problem. Any refunds or adjustments must be requested to the Company directly and subject to approval by the Company.

While the Company operatives make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed. For this specific reason, the Company

requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or not cleaned by the cleaning operatives.

In case of damage, The Company will repair the item at its cost. If the item cannot be repaired the Company will rectify the problem by crediting the customer with the item's present actual cash value toward a like replacement from a Company's source upon payment of cleaning services rendered.

The Company shall not be responsible for damage due to faulty and/or improper installation of any item. All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to clean without causing harm.

No claims shall be entertained if the Client has an outstanding balance aged more than 30 days

Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law together by the Company and the Insurance Provider(s). Monetary compensation as well as legal fees may incur.

Key replacement/locksmith fees are paid only if keys are lost by our operatives. There is a £30 per location liability limit.

Complaints. All complaints must be received within 48 hours work work being completed.

All services shall be deemed to have been carried out to the Client's satisfaction upon signing of a "Customer Declaration" or where client is not present at the completion of the service, notice is received by the Company with details of the complaint within 48 hours of the work being completed. All complaints must be received no later than 48 hours after the completion of the service. The Company will fully investigate any complaint and attempt to resolve it to the satisfaction of the Client, or alternatively to a reasonable standard. The Company reserves the right to be allowed the opportunity to rectify and problems reported with their service - we will not entertain any claim / complaints made where this has not happened.

The Client agrees to allow the Company back to re-clean any disputed areas/items before making any attempts to clean those areas/items himself or arranging a third party to carry out cleaning or repair services with regards to the above. Failure to do so will invalidate any and all complaints regarding the service given and we will consider the matter fully settled. If payment has not been received in full or has been stopped by the Client we will immediately refer the account for collection.

If the Client is displeased with a service, the "Customer Decoration" must remain unsigned and the Client must notify the Company within 48 hours of the service being completed. Complaints made after this time will not be entertained by the Company.

Liability - The Company does not engage in the moving of furniture of any sort as part of the service. Should The Client request this of our cleaners it is done as a personal agreement between the cleaner & The Client, therefore not part of the paid service and not covered by The Company's insurance. The Company will take no responsibility or liability for the damage to furniture (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected the moving of furniture by the cleaner in said personal agreement with the

Client. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with a late arrival of Company operatives at the service address. The Company endeavors to be on time on any visit but sometimes due to transport related and other problems which are beyond the Company's control, the Company operative's may arrive with a delay or the cleaning visit may be re-scheduled.

The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with : 1. A cleaning job not complete due to the lack of hot water or electricity; 2. Third party entering or present at the Client's premises during the cleaning process; 3. An existing damage to Clients property in the form of old stains/burns/spillages etc. which cannot be removed completely by the cleaning operative; 4. the Company cannot guarantee complete removal of any stains or marks, the cleaning operative will endeavour to improve such marks using the appropriate equipment/chemicals, but the Company will not be held responsible if such marks/stains cannot be completely irradiated. The Client agrees that payment is made to receive a service from The Company - not as a guarantee of results.

We record all incoming and outgoing phone conversations for quality control, training, record keeping and back-referral for any inquiries or investigations.

Supplementary Terms - If the Client requests keys to be collected by the Company's operatives from a third party's address outside the postal code of the serviced address then a £10.00 charge will apply. The charge will cover only the pick up of keys. If said keys need to be returned back to the third party's address or any other address another charge of £10.00 will apply.

The Company, reserves the right to reevaluate rates at any time should the Client's initial list of tasks changes.

The Company reserves the right to amend the initial quotation, should the Client's original requirements change. Differences in excess of 10% will be discussed with the Client prior to the start of the work.

If any estimates of how long it will take the cleaning operatives to complete the job are being provided those are only estimates based on the average time it takes to clean a home or an office of similar size to the Client's, it being difficult to calculate precisely how long such tasks may take and that a degree of flexibility may be required. Please note that one off cleans may take longer to complete due to longer intervals between cleaning sessions, number and type of cleaning tasks required, when compared to the regular maintenance cleaning of the same Post Construction Cleaning (Builders Cleaning), Event Cleaning or badly neglected homes may take up to three times longer than a well maintained home requiring general cleaning. Therefore the Company advises the Client to ask for our specialist cleaning services: Builders Cleaning or Event Cleaning.

The cleaning operatives are not allowed to hand wash any items of clothing belonging to the Client. The Company advises that our operatives can only use a washing machine for such tasks.

All fragile and highly breakable items must be secured or removed.

The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice.

Law- These Terms are governed by the laws of England and Wales, and are subject to the exclusive jurisdiction of the Courts of England, and Wales.

### **Deposit Terms and Conditions**

1) Any reference to "us" or "our" means Complete Cleaning Services AKA Complete Carpet Services.

1.1) Any reference to "you" or "your" means the Client.

2) Creating a booking with us will attract a non-refundable £25.00 deposit for carpet cleaning or a non-refundable £50.00 deposit for End of Tenancy clean.

2.1) The relevant deposit is payable via debit or credit card at the time of making the booking.

3) The purpose of the non-refundable deposit is to secure the requested date and time of your appointment.

3.1) Once paid the date and time you book for us to attend your property will instantly become exclusive to you and unavailable to others.

4) The relevant deposit will be deducted from the total cost of the services you book with us.

5) The remaining balance is to be paid in cash upon our cleaning operative's arrival.

5.1) You will receive a certified proof of work invoice for the services you have received upon our cleaning operative's departure.

5.1.2) The certified proof of work invoice is both your receipt and proof of professional cleaning services received - suitable for and recognised by landlords, letting agents and estate agents.

6) In the event of a cancellation the deposit can be carried over and used against the outstanding balance of the total cost of the original booking provided that:

6.1) If you need to reschedule the appointment date and time you will give us a minimum of 7 days notice from the date you made the booking and paid the deposit.

6.1.2) To retain your deposit for use against a rescheduled appointment you must reschedule the booking to a date and time within fourteen days of the original appointment date and time.

6.2) If you need to cancel your booking all together you will give us a minimum of fourteen days notice so that we can make the unwanted appointment date and time available to others.

6.2.1) Even with notice of your intention to cancel, the deposit is non-refundable and will be used to cover administrative costs incurred both in creating and cancelling your original appointment.

7. Failure to provide us with a minimum of 7 days notice of cancellation or a request to reschedule as set out in these terms and conditions will result in the loss of the deposit paid.

8. Failure to provide a minimum of 48 hours notice of cancellation / reschedule or if the cleaning operatives are unable to gain access to the Client's home, through no fault of the Company this **will** result in **100% of the whole contract price** being incurred and will be debited from the card used at the time of the deposit being taken.