

UKCS - UK CLEAN SOLUTIONS Trading Terms and Conditions

Please find set out below the trading terms and conditions of UKCS - UK CLEAN SOLUTIONS. Please read these terms and conditions and feel free to ask us any questions in reference to them

1. Definitions

1.1. In these Terms of Business the following definitions apply: The Company, We, Us – means UKCS - UK CLEAN SOLUTIONS. Cleaner, Cleaning Operative – 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. “Clients Address means the address where the Client has requested the cleaning service to be carried out. Service – means the cleaning services carried out on behalf of the Company. Cleaning Visit – means the visit to the Clients service address by the Cleaner in order to carry out the Service.

1.2. Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.

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

2. Contract

2.1 These Terms and Conditions represent a contract between UKCS - UK CLEAN SOLUTIONS and the Client.

2.2 Both parties shall ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and codes of conduct.

2.3 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.

2.4 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.

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

3. Quotations

3.1. Carpet cleaning is charged per square metre or by areas, taking into account the type of carpet fibres and its construction. Company representatives will conduct a client consultation to determine the exact price of the work to be undertaken. Consultations can but are not limited to include area measurement, fibre tests, colour tests, instillation / construction tests and a reconnaissance of the onsite facilities and accessibility. Details of this consultation are discussed with the client on site and a copy of the consultation / quote is left with the client.

3.2. The company may provide approximate prices over the phone if the client provides suitable photos, measurements and information. An accurate price maybe provided to the client on site prior to work commencing.

3.3. Upholstery Cleaning is charged per seated area taking into account fabric types, soiling and the anticipated cleaning time. Consultations will be undertaken online or on site and prices provided.

3.4. Hard floor cleaning is charged per square metre or by areas, taking into account the type of floor covering. Company representatives will conduct a client consultation to

determine the exact price of the work to be undertaken. Consultations include but are not limited to area measurement, surface tests, colour tests, instillation / construction tests and a reconnaissance of the onsite facilities and accessibility. Details of this consultation are discussed with the client online and or on site and a copy of the consultation / quote is left with the client.

3.5. Leather Cleaning is charged per seated area taking into account leather types, soiling and condition.

3.6. The Company has no set charges for services, as prices vary considerably depending upon furniture construction, accessibility and Client requirements.

3.7. All quotations are given by the Company following a request by the Client and shall remain open to acceptance for a period of 30 days from their date.

3.8. The Company reserves the right to amend the initial quotation, should the Client's original requirements change.

3.9. Differences in excess of 10% will be discussed with the Client prior to the start of the work. In such cases the Client will have to pay £20.00 cancellation fee if he does not accept the updated price.

5. Equipment

5.1. The Company shall provide all cleaning supplies and carpet cleaning equipment required to carry out the service.

5.2. The Client must provide running water and electricity at the premises where the service takes place.

5.3. The Company shall provide all cleaning and repair materials for leather repair and restoration, general cleaning, hard floor cleaning and upholstery cleaning.

6. Payment

6.1 The Company reserves the right to request a £20.00 deposit from the client payable to the Company at the time of the booking

6.2 Unless otherwise agreed in writing by the company the account is rendered for immediate payment on the completion of the work. The Client must make payment either by cash, cheque, direct credit or BACS on completion.

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

6.4 The Company reserves the right to charge £30.00 administrative fee, plus any solicitors fees, in addition to the balance due, for any account we must refer for collection.

6.5 Where such alternative arrangements have been made the Client must make payment within 30 days of the invoice date.

6.6 Should the invoice not be settled after 30 days, interest will be charged at 10% per month on all outstanding balances, and legal proceedings will be started if payment is still not forthcoming

6.7 The rates of payment by the Company shall be as agreed between the Company and the Client, or his representative. The Client shall make no reduction or retention from the sum due under any invoice.

7. Cancellation

7.1. The Client can cancel the scheduled service by giving no less than 24 hours prior notice in writing.

7.2. There is a cancellation fee of £20.00 or 40% of the service total for cancelling or rescheduling a cleaning visit with less than 24 but more than 2 hours' notice.

7.3. The Company reserves the right to retain the £20.00 deposit as a cancellation fee/part of a cancellation fee.

7.4. The Client must pay the full price of the booked service if:

7.4.1 Our cleaners arrive at the Clients address and are unable to gain access to the Clients home, through no fault of the Company. If keys are provided they must open all locks without any special efforts or skills;

7.4.2 The Client cancels the booked service with less than 2 hours prior notice.

7.5. If the Client needs to change a cleaning day or time, the Company will do its best to accommodate him. Any changes to booked services are subject to a 24 prior notice and availability.

8. Refunds

8.1 Refund will be issued only if:

8.1.1 The Client has cancelled a cleaning visit within the allowed time (24 hours) prior to the start of the cleaning visit;

8.1.2 A cleaning operative has not been able to carry out the cleaning due to reasons beyond the Clients responsibility.

9. Complaints

9.1. All services shall be deemed to have been carried out to the Client's satisfaction unless notice is received by the Company with details of the complaint within 48 hours of the work being completed. All complaints must be received verbally or in writing by post, fax or email 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.

9.2. 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 void our Company Guarantee 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.

10. Claims

10.1. The Client agrees that due to the nature of the service the Company guarantees only to correct any problems reported within 48 hours of the completion of the service. If a problem occurs on a Saturday it must be reported by Tuesday 12:00 in order to be accepted as a valid claim. Failure to do so will entitle the Client to nothing.

10.2. The Company may require entry to the location of the claim within 24 hours to correct the problem.

10.3. The Client agrees to inspect the work immediately after its completion and to draw the operatives attention to any outstanding cleaning issues while they are still on site. The operatives will carry out any such additional work to the Clients complete satisfaction.

10.4. If the Client instructs a third party to inspect the result from the cleaning then the Company must be notified before completion of the service.

10.5. In case of a third party inspecting or refusing to inspect the result from the cleaning then the Company cannot be held responsible for rectifying any outstanding cleaning issues not mentioned by the third party.

10.6. Any refunds or adjustments must be requested to the Company directly and subject to approval by the Company.

10.7. The Client waives his right to stop payment on his cheque or protest payment unless the Company fails to make good on the guarantee shown in part 13.

10.8. 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.

10.9. 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.

10.10. 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 or ready to clean without causing harm.

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

10.12. 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.

11. Liability

11.1. 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:

11.1.1 Its failure to carry out its services as a result of factors that are beyond its control.

Factors beyond its control include acts of god, floods, severe weather conditions, and inability to gain access to premises, lack of appropriate resources, such as water, electricity, and lighting;

11.1.2 Late arrival of Company operatives at the service address. The Company endeavours to be right on time on any visit but sometimes due to transport related and other problems which are beyond the Company's control, the Company operatives may arrive with a delay or the cleaning visit may be re-scheduled.

11.1.3 An existing damage to Clients property in the form of old stains/burns/spillages/client attempting to clean an area in the past, etc. which cannot be cleaned/removed completely by the cleaning operative using the industry standard cleaning methods;

11.1.4 Non satisfactory result from the service due to the Client or third party walking on the carpets during or shortly after the cleaning process;

11.2. The Company shall not be liable for the shrinkage of carpets as a result of poor fitting.

11.3. The Company shall not be liable for carpets expanding or ripples forming during and/or after the cleaning when this is as a result of factors such as fibre content, wear and tear, weak backing and/or poor fitting, or age.

11.4. The Company shall not be responsible for a poor result in cleaning where this is a result of considerable wear and tear and/or staining to the carpet fibres prior to the service being carried out. The company shall not be liable for a poor result due to the client has tried to clean said item themselves prior to our cleaning service.

11.5. The Company shall not be liable for any odours arising during and/or after cleaning when this is due to factors such as, lack of ventilation, and/or appropriate heating, re soiling.

11.5.1 The company can not guarantee 100% removal of pet hairs.

11.6. The Company shall not be responsible for any damage caused as a result of the Client placing furniture on a carpet which has not completely dried.

11.7. 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 if the Client has an outstanding balance aged 30 days or more from the date the payment was due.

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

12. Supplementary Terms

12.1. If any estimates of how long it will take the cleaning operatives to do the job required are being provided that is only an estimate based on the average time it takes to clean a home, office, carpet, upholstery, curtain, mattress, hard floor, chandelier of similar size to the Client's, it being difficult to estimate precisely how long such tasks may take and that a degree of flexibility may be required.

12.2. The Client understands that the price he has been quoted is not for a "package deal" and does not include anything apart from carpet cleaning / upholstery cleaning.

12.3. The quotation excludes the clearing of debris created by tradesman or building work unless otherwise stated.

12.4. Our cleaners are happy to move furniture. Furniture which has to be moved will be discussed with the client during the consultation to determine what is moved and how. We only move furniture that is easily movable and not of high value.

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

12.6. The Client shall ensure that all valuables are stored away when work is carried out and that the property is supervised by the Client or his representative at all times during the course of the work. The Company shall not be responsible for the Clients failure to comply with this obligation.

12.7. The provisions of this contract are not intended to confer any benefit upon Third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999, are hereby expressly excluded from this agreement.

12.8. The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The Company may add to or alter these Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts. Please refer to your copy of these T & C.

13. Our Guarantee

13.1 The Company has built its business and reputation by providing its clients with the best possible cleaning service available. Still, the Company realises, that because its operatives are human beings, they sometimes make mistakes. For this reason, the Company offers you a guarantee. If the Client is not satisfied with the cleaning standard of certain areas after the cleaning, the Company's operatives will come back to the Clients home and re-clean those areas free of charge.

13.2 Our guarantee is subject to a complaints notice no later than 24 hours after the completion of the service.

14. Insurance

14.1. The Company shall insure all work it undertakes. The Company's public liability insurance covers damages caused by a cleaning operative working on behalf of the Company and includes Treatment Risk and Fidelity Risk covers as standard. All claims are subject to an excess of £50.00.

16. Law

16.1 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.