



B-CLEAN CLEANING SERVICES LIMITED – STANDARD TERMS AND CONDITIONS CARPET & UPHOLSTERY CLEANING

1 CONTRACT

- 1.1 The present Terms and Conditions are a contract between the **Customer** and **B-Clean Cleaning Services Ltd**. Placing an order through website forms, email, social media sites, or telephone and the use of our services constitutes an acceptance of the agreement.
- 1.2 This agreement is made between
- B-Clean Cleaning Services Limited (the “**Supplier**”)
 - Registered with Companies House, Scotland
 - Company Number SC249429
 - Registered office
 - 57 Laburnum Road, Methil, KY8 2HB
- And
- The “**Customer**” who is the owner or responsible person authorised to act on behalf of the property owner, or authorised tenant, where the contracted **Services** are undertaken.
- 1.3 This agreement comes into effect on the date any **Services** commence or are authorised by the **Customer**.
- 1.4 **Service** is defined as any and all works undertaken by the **Supplier** on instruction from the **Customer**. This can include but is not limited to Carpet and upholstery Cleaning, Window Cleaning, Domestic and Commercial Cleaning, Waste Management, and other services as agreed.

2 THE SERVICE

Scheduling the Service

- 2.1 The **Service**, if not a one-off **Service**, will be delivered at intervals as agreed at the commencement of the **Service**.
- 2.2 Any changes to the schedule shall be discussed and agreed in advance by both parties.

Supplementary provisions

- 2.3 Our operatives will be happy to help you move lightweight furniture.
- 2.4 The **Supplier** is not liable for any damages caused through the movement of furniture. Furniture is moved at the **Customers’** own risk.

- 2.5 Please remove and store away all highly breakable and fragile items. Certain items are excluded from liability. These include antiques, artwork, items of sentimental value, jewellery, and cash.
- 2.6 It may take up to five business days to respond to customer complaints. We accept complaints by telephone, email, and letter.

3 COMMERCIAL TERMS

Payment

- 3.1 Payment is due immediately upon completion of the agreed **Service** unless alternative arrangements have been agreed.
- 3.2 Payment should be made by cash, card machine, electronically by bank transfer, or upon receipt of our electronic invoice and following the instructions within the invoice unless an alternative arrangement has been reached.
- 3.3 Late payments may result in an immediate cessation of the **Service** until the balance has been settled.
- 3.4 The **Supplier** reserves the right to change the price of any contracted **Service**. Any change will be notified to the **Customer** 30 days in advance.
- 3.5 The **Customer** can be charged on a weekly/fortnightly/4 weekly/monthly basis according to the **Customer's** request for a number of cleaning hours and intervals between visits.
- 3.6 The **Customer** can change the number of hours and the interval between cleaning visits by giving at least 24 hours notice before the next cleaning visit.

4 CANCELLATION

- 4.1 48-hour notice from the **Customer** is required to cancel any scheduled **Service**. Cancellations made after this time may still be charged.
- 4.2 Every effort will be made by the **Supplier** to mitigate the additional charges in clause 4.1, however this cannot be guaranteed.
- 4.3 Should the **Supplier** cancel or rearrange a Service as much notice as possible will be provided to the **Customer**.
- 4.4 The **Supplier** cannot accept any responsibility or liability for any impact or additional costs incurred by the **Customer** as a result of any **Supplier** cancellation or rescheduling of a **Service**.

Termination of the Contract

- 4.5 The **Supplier** reserves the right to terminate the contract at any time. The **Supplier** will endeavour to provide as much notice as possible of any termination.
- 4.6 The **Customer** can terminate the service with 48 hours' notice. Any balance should be settled immediately upon termination.

5 LIABILITY AND INDEMNITIES

- 5.1 No liability is accepted by the **Supplier** for any damage or additional costs incurred by the **Customer**, or any third parties caused by the **Supplier** delivering the contracted **Service** however caused.
- 5.2 **Customer** ensures that they have the authority either as the legal owners, tenants, or otherwise appropriate custodian of the relevant property to instruct the **Supplier** to deliver the **Service**. The **Customer** will indemnify the **Supplier** against any costs or claims made by third parties in the event that they do not have the full legal authority to instruct the **Service**.
- 5.3 **Supplier** shall not be liable for the shrinkage of carpets as a result of natural fibre carpets being wet cleaned. The company shall ensure that the **Customer** is verbally informed of this; any issues arising subsequently shall be the sole responsibility of the **Customer**.
- 5.4 The **Supplier** shall not be liable for the shrinkage of carpets as a result of poor fitting.
- 5.5 The **Supplier** 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.
- 5.6 The **Supplier** 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 before the service is carried out.
- 5.7 The **Supplier** 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.
- 5.8 The **Supplier** shall not be responsible for damage due to faulty and/or improper installation of any item.
- 5.9 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 **Supplier** and the Insurance Provider(s). Monetary compensation, as well as legal fees, may be incurred.
- 5.10 Both parties shall ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and codes of conduct.
- 5.11 The **Supplier** is not liable for any damages caused by faulty products/equipment provided by the customer.
- 5.12 The **Supplier** is not liable for any wear or discolouration of fabric that becomes more noticeable once dirt is removed.
- 5.13 The **Supplier** is not responsible for any damage caused as a result of the **Customer** placing furniture or rugs on a carpet that has not completely dried.
- 5.14 The **Supplier** is not responsible for any existing damage to the **Customer's** property in the form of old stains/burns/pillages etc. which cannot be cleaned/removed completely by the cleaning operative using the industry standard cleaning methods.
- 5.15 The **Supplier** is not liable for any marks and discolouring that show up on upholstery after cleaning as this can be caused by oxidation.

- 5.16 The **Supplier** is not liable for any small rips and/or tears that may incur or increase due to cleaning where these are a result of considerable wear and tear.
- 5.17 The **Supplier** is not liable for any discolouration and/or stains that become more noticeable on mattresses once cleaning has been carried out.

6 CLAIMS

- 6.1 The **Customer** agrees that due to the nature of the service the **Supplier** guarantees only to correct any problems reported within 24 hours of the completion of the service.
- 6.2 The **Supplier** may require entry to the location of the claim within 24 hours to correct the problem.
- 6.3 If the **Customer** or any third party instructed by the **Customer** is not present at the time of completion of the service then no claims regarding any cleaning issues can be made.
- 6.4 If the **Customer** instructs a third party to inspect the result from the cleaning then the **Supplier** must be notified before completion of the service.
- 6.5 In case of a third party inspecting or refusing to inspect the result from the cleaning then the **Supplier** cannot be held responsible for rectifying any outstanding cleaning issues not mentioned by the third party.
- 6.6 While the **Supplier** operatives make every effort not to break items, accidents do happen. For this specific reason, the **Supplier** requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away.
- 6.7 The **Supplier** shall not be responsible for damage due to faulty and/or improper installation of any item.
- 6.8 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 **Supplier** and the Insurance Provider(s). Monetary compensation, as well as legal fees, may be incurred.
- 6.9 All services shall be deemed to have been carried out to the **Customer's** satisfaction unless notice is received by the **Supplier** either through telephone, email or letter with details of the complaint within 24 hours of the work being completed. We will fully investigate any complaint and attempt to resolve it to the satisfaction of the **Customer**, or to a reasonable standard.
- 6.10 Complaints are accepted by telephone or writing (letter, email). Complaints must be reported on completion or in the following 24 hours.
- The **Supplier** holds Public Liability Insurance
 - Claims can be covered by the **Suppliers'** insurance, only if the damage/breakages are reported within 24 hours of the cleaning service visit.
 - The **Supplier** reserves any right to refuse disclosure of confidential company documents.
 - No refund claims will be considered once the cleaning service has been carried out.
 - All services shall be deemed to have been carried out to the **Customer's** satisfaction unless notice is received by the **Supplier** either through telephone, email, or letter with details of the complaint within 24 hours of the work being completed. We will fully investigate any complaint and attempt to resolve it to the satisfaction of the **Customer**, or to a reasonable standard

7 INSURANCE

- 7.1 The **Supplier** cannot be held responsible for existing damages.
- 7.2 Both parties shall ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and codes of conduct.
- 7.3 The **Customer** agrees that any use of the **Supplier's** services, including placing an order for services by telephone, email, website forms, or social media sites shall constitute the **Customer's** acceptance of these Terms and Conditions.
- 7.4 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 **Customer**.
- 7.5 No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the **Supplier**.
- 7.6 The **Supplier** reserves the right to make any changes to any part of these terms and conditions without giving any prior notice. Any alterations will apply to new business but not existing contracts.
- 7.7 The **Customer** agrees that due to the nature of the service the **Supplier** guarantees only to correct any problems reported within 24 hours of the completion of the service.
- 7.8 If the **Customer** or any third party instructed by the **Customer** is not present at the time of completion of the service then no claims regarding any cleaning issues can be made.
- 7.9 If the **Customer** instructs a third party to inspect the result from the cleaning then the Company must be notified before completion of the service.
- 7.10 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.

8 PRIVACY

- 8.1 The **Supplier** will make all reasonable efforts to protect any personal data collected as part of this contract. All **Customer** data will be managed by applicable legislation and will not be shared with any third party without prior written consent.

9 ACCESS REQUIRED

- 9.1 The **Customer** is responsible for ensuring that the **Supplier** can access the property safely and legally. This includes but is not limited to ensuring gates can be unlocked, keys are available (if required), and any passcodes are provided.
- 9.2 You should provide access to your property as well as access to running water and electricity.
- 9.3 Whilst the **Supplier** makes every effort to safely move any temporary and portable obstructions in the course of delivering the **Service**, we cannot be held liable for any damage caused to the **Customers** or any third-party property stored on site. The **Supplier** will at his discretion determine what can be safely moved or adjusted.

- 9.4 The **Supplier** reserves the right to not deliver all, or part of the **Service** should access not be provided safely.
- 9.5 The **Supplier** reserves the right to charge for any **Services** cancelled as part of clauses 9.3 and 9.4. The **Supplier** will notify the **Customer** as soon as possible of any missed services and work with the **Customer** to identify any appropriate adjustments or changes required before the next scheduled **Service**.

10 SAFETY

- 10.1 The **Supplier** requires the **Customer** to ensure that at all times wherever possible children, pets, and any other at-risk personnel stay clear of the areas where the **Service** is being carried out
- 10.2 The **Supplier** reserves the right to not deliver all or part of the **Service** but may still charge in full for scheduled **Service** in the event that the **Customer's** property is deemed unsafe for any reason.
- 10.3 The **Supplier** reserves the right to charge for any service not delivered as a result of the **Customer's** property being deemed unsafe to continue.
- 10.4 Where possible whenever there is a safety concern, the **Supplier** will endeavour to work with the **Customer** to resolve on site.

11 QUALITY

- 11.1 The **Supplier** endeavours to provide a high-quality **Service** to the **Customer** at every scheduled visit, if there are any concerns about the quality of the **Suppliers** work the **Customer** should raise these with the operatives on site immediately or raise with the **Supplier** within 24 hours of the completion of the scheduled **Service**. Every effort will be made by the **Supplier** to rectify any concerns as soon as possible.
- 11.2 Issues raised after this period will be investigated and discussed with the **Customer**, but the **Supplier** cannot guarantee a response before the next scheduled visit.