



B-CLEAN CLEANING SERVICES LIMITED – STANDARD TERMS AND CONDITIONS WHEELIE BIN 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 Wheelie Bin Cleaning and any 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 The **Supplier** is only able to clean wheelie bins that have the house number on them. **Customers** are requested to ensure that their bin is always marked with their house name or number.
- 2.4 The **Supplier** will also attach their business label to each bin after their first clean. This helps the operator to identify bins easily and ensures your cleaned bin remains at your property. The **Supplier** will replace the business labels as and when necessary.

- 2.5 The **Customer** is requested to leave their bin on their kerbside/boundary or as close to their property as possible on the day of cleaning. Any wheelie bins cleaned will be returned to the kerbside/boundary. If any wheelie bins are located within the property on the day of cleaning, it will be at the operative's discretion as to whether cleaning can be carried out.
- 2.6 If the **Customer** currently has an "assisted collection" arrangement with Fife Council, please inform the **Supplier**, and the **Supplier** will gladly collect and return the bin to its' storage position for you.
- 2.7 The **Supplier** will be aiming to clean your wheelie bin/s as early as possible the day after Fife Council has emptied it. **The Customer must ensure that their bin/s are left empty until cleaned.** If there is any loose rubbish in any bins due to be cleaned, it will result in us being unable to clean your bin/s but you will still be charged for the clean.
- 2.8 The **Supplier** will be unable to clean any wheelie bins that are contaminated with, but not exclusively, Wet Paint, Faeces, Oil, Plaster, Cement, or Ash. Excessive (even small) amounts can contaminate and even damage our equipment, at the very least requiring the operator to empty, clean, and refill before proceeding with any further cleans.
- **If a bin is contaminated and cannot be cleaned, you will still be charged**
 - **If a bin is cleaned resulting in the contamination of our equipment, a further charge of a one-off clean will be charged in addition to your normal charge**
- 2.9 The **Service** operates on a 4-week cycle and is an ongoing **Service** until cancelled by the **Customer**. The **Supplier** requires 28 days' notice to cancel the **Service**.
- 2.10 As long as Fife Council can empty the **Customers** wheelie bin/s, the **Supplier** should be able to clean your wheelie bin the following day. In the unlikely event that the **Supplier** is unable to clean your bin on the following day (up until 6pm), advanced notice will be given where possible and you will be credited for the clean.
- 2.11 If Fife Council is unable to empty your wheelie bin because of bad weather or for other reasons out of anyone's control, where subsequently the **Supplier** is unable to clean the **Customer** bin, the **Supplier** will always try to reschedule your cleaning where possible or credit your account for that particular clean
- 2.12 In the event, that the **Customer** prevents the local authorities from emptying the **Customers** bin, whether due to contamination or forgetting to put the bin out, the **Supplier** will be unable to clean your bin.
- In this instance, we request you contact the **Supplier** as soon as possible for us to suspend your service for that particular clean, if not you will be charged as normal.
- If the **Supplier** is not advised of any bins not being available to clean before arriving at your address, you will be charged as normal. This is because our operators will still have travelled to your address, attempted to locate your bin, and completed any associated administration work.
- 2.13 If Fife Council notifies of the **Customer** of any change to the refuse collection, please ensure that the **Supplier** is made aware as soon as possible. You may still be charged for the cleaning if you fail to do so.
- 2.14 In the event of the **Customer** relocation, the **Supplier** will require 28 days notice. If the new address is within the areas where the **Supplier** operates, then the **Service** will continue provided the **Customer** agrees. If the **Service** can't continue at the new address, the **Customer** will be refunded where applicable.

- 2.15 During the festive period, the **Supplier** will be closed for a period of two to four weeks starting at the end of the last full working week before Christmas Day. All Direct Debits will have been set up to reflect this period so no refund or credits to account are applicable should your bin cleaning be rescheduled over this period.
- 2.16 The **Supplier** reserves the right to cancel or refuse any subscription at our discretion without notice or reason.
- 2.17 By using our **Service**, you are agreeing to these Terms and Conditions. If you have any queries regarding our Terms and Conditions please contact the **Supplier** within 7 days of signing up to the package or receiving these Terms and Conditions.
- 2.18 These Terms and Conditions are subject to change at any point without notice.

3 COMMERCIAL TERMS

Payment

- 3.1 Payment is collected 4 weekly in advance by Direct Debit. Go Cardless is used to collect payments.
- 3.2 When the **Customer** signs up for the **Service**, the **Customer** will be asked to sign up with Go Cardless. An initial payment of the value of the package will be requested through Go Cardless immediately, this payment will be kept on account as a credit to be used if a Direct Debit payment fails or to be used for the last clean should the **Customer** cancel their package.
- 3.3 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.

4 CANCELLATION

- 4.1 The **Customer** is required to give 28 days notice 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 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 28 days notice. Provided the **Customer's** account is still in credit, any credits will be used for the final **Service** provided. If the **Customer's** account does not have a credit balance, any monies due should be settled immediately on 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 The **Supplier** shall not be liable for any odours arising during and/or after cleaning.
- 5.4 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.
- 5.5 Both parties shall ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and codes of conduct.

6 CLAIMS

- 6.1 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.
- 6.2 Complaints are accepted by telephone or writing (letter, email). Complaints must be reported on completion or in the following 24 hours after the **Service** has taken place.
 - 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
- 6.3 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.
- 6.4 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.

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 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, and severe weather conditions.

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

- 9.1 The **Customer** is responsible for ensuring that the **Supplier** can access the wheelie bins safely and legally.
- 9.2 The **Supplier** reserves the right to not deliver all, or part of the **Service** should access not be provided safely.

10 QUALITY

- 10.1 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.
- 10.2 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.