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**TERMS and CONDITIONS**

This document serves as a binding agreement between the property owner, their agent or resident, hereby identified as the ***‘client’***, and ***United Cleaning Services Essex Ltd*** and its owners, employees and agents, hereby identified as the ***‘company’***, for the execution of services in exchange for the payment of the services provided. If you, the ***client*** breaks this contract, all deposits and other payments made to the ***company*** shall be surrendered as damages. By accepting a quote, the ***client*** agrees that all the specifications within these terms and conditions are satisfactory and are hereby accepted and authorises the ***company*** to carry out the work as specified at time of quotation.

**Cancellation by The Client:**

The ***client*** can cancel this agreement up to 14 days (commonly known as the cooling off period) after agreement of the contract which commences on the ‘quote agreed date’ usually submitted by text or maybe verbally. The ***client*** can cancel 24hours prior to commencement of any work on condition there is less than 14 days between the quote agreed date and the commencement of any work without incurring any financial penalty. If any specialised equipment, products or consumables have been bought or hired to carry out the work then the client will be liable to reimburse the company for these costs.

**Safety;**

While the ***company*** is at the location and performing any work they are responsible for their own safety and will ensure adequate warning signs and safety measures are put in place in line with the tasks being undertaken, the ***client*** is responsible for their own safety and those within or visiting the property, keeping all children and pets, as well as other individuals away from the work area. Children and pets must be kept off the cleaned surface for at least 12hours after completion unless otherwise instructed. If the ***company*** believes that there may be a breach of health and safety regulations or persons or property are put in danger, they will immediately cease work, the ***client*** maybe required to pay for the agreed service irrespective of the stage of work. The ***client*** also agrees to release the ***company*** of any liability for injuries sustained due to equipment placement including injuries from tripping/falling, striking equipment, falling debris or equipment unless the ***company*** is clearly negligent.

If there are any concerns regarding any work or practises being carried out the ***company*** should be notified immediately or as soon as possible in the event of the ***client*** being absent at the time of the work.

**REMEMBER WE ARE ALL RESPONSIBLE FOR EACH OTHERS SAFETY IRRESPECTIVE OF WHO WE ARE OR WHAT WE ARE DOING, IF IN DOUBT SHOUT IT OUT.**

**Acknowledgement of Risks and Releases of Liability;**

The ***company*** uses both high-and-low pressure air and water and various chemicals and solutions to carry out the cleaning process which may result in damage occurring. The ***company*** are trained in using the equipment and products and take the upmost care and precautions in making sure it does not cause harm to the ***client***, their investment or third parties. Although every effort is taken to limit any damage it can still occur due to poor building or structural maintenance, prior neglect of the property, and/or inferior grade building materials such as pointing/grouting between slabs on paths and patios. It is the responsibility of the ***client*** to ensure that the property has been maintained in accordance with the recommendations given by the manufacturer and any defects or areas of concern are identified to the ***company*** and are repaired prior to commencement of any work. The ***client*** should consult with their homebuilder or supplier to clarify that their home’s materials are able to be cleaned and should notify the ***company*** of any surfaces that cannot be cleaned or maybe affected by the cleaning process. The ***client*** assumes the risks and takes responsibility for any damage that occurs due to the above explanations. On the date of quotation and prior to commencing work the ***company*** will walk around the property and if necessary, provide the ***client*** with a written report of any pre-existing damage. This document is not all encompassing as new damage can become apparent during the cleaning process.

**Scheduling of The Work;**

Scheduling in a business which predominantly relies upon the weather can be difficult. Circumstances that are beyond the control of the ***company*** may affect the project start and or completion dates, the ***company*** where possible will give notice of any change to the ***client,*** however in the event of any change the ***company*** will not incur any financial penalties.

**Access;**

The ***client*** agrees to allow the ***company*** on the property for the purpose of the agreed services. The ***client*** understands that there is no set timeframe for the completion of the work unless specifically agreed and several visits to the property maybe required. Whilst every attempt will be made by the ***company*** to give the ***client*** prior notice, they have permission to visit the property with little or no notice to assess the work prior to the date, as well as to check completion after services have been rendered. The ***client*** agrees to provide the ***company*** the right to use an on-site water and/or electrical supply as needed to complete the services without compensation. If an exterior supply is necessary, the company will inform the client if they will incur an additional charge.

**Client Responsibility on The Day of Service;**

1. To ensure the water and (only if specifically requested by the ***company***) electrical supply is switched on and is in working order and accessible.
2. All external electrical supplies/sockets are switched off and made safe.
3. All windows and doors are secure.
4. The removal of all garden ornaments, containers, furniture, vehicles or sensitive materials and items from the area to be cleaned. If the ***company*** moves any items it will not be responsible for any breakages or damage caused, additional charges maybe applied for this service.
5. All drains are clear of debris allowing a free flow of water. If the drains require to be cleaned by the ***company*** prior to any work commencing, additional charges may apply.
6. The ***company*** is made aware of any scheduled visitors to the property.
7. The ***company*** advises the ***client*** to inform their neighbours that work is to be carried out and suggests any nearby vehicles or sensitive materials are removed from the area. The ***company*** will not be responsible for any breakages or damage caused.
8. If the ***company*** is undertaking a chemical ‘softwash’ the ***client*** is advised that the product contains high bleach content and could taint grass and plants. The ***company*** will take measures to try and eliminate this but cannot be held responsible for any re growth or damage. The ***company*** will not undertake a soft wash if there is aquatic life or it feels it is unsafe to do so.
9. The ***company*** is not a licensed waste carrier therefore any waste that appears will be bagged up and left by your bin. Any waste that occurs is actually excellent compost and could be recycled for your garden.

There is a £50.00 cancellation fee if the ***company*** arrives to carry out the scheduled work and cannot start due to any of the above or any other issues. Whilst the ***company*** makes every effort to avoid the following it is not responsible for water intrusion into the property, drains becoming blocked, windows becoming water spotted or fogging due to poor seals. We highly recommend that any entrances are covered from the inside with an old towel to minimise water entering your property. The ***company*** will make every effort to wash down the property and leave it in a clean state, however it does not offer a window cleaning, or a weed killing service and cannot be held responsible for the regrowth of weeds, mosses, lichen or other organic materials.

**Products, Materials and Equipment;**

The ***company*** only uses industry recommended products, materials and equipment to carry out the work, if the ***client*** wishes to provide any of their own products, materials and equipment they must indicate this at the quotation stage and provide all the necessary paperwork relating to it, however the ***company*** still reserves the right not to use them.

**Product Warranties;**

All warranties are limited to those offered by the manufacturers of the products, materials and equipment used. The ***company*** makes no additional warranties.

**Colour and Tone Changes;**

The colour and tone of the substrate or species of wood or hard surfaces can be greatly affected and change as a result of the cleaning process and products used, along with the age and natural weathering. The ***company*** may be able to give an idea of the overall colour or tone, but some variances may occur. This agreement to provide a cleaning service does not guarantee that stains will be removed completely.

**Corrections of Damage;**

The ***company*** shall only be obligated under this contract for structural damages which are a direct result of operator error, gross negligence or wilful misconduct. Damages must be reported in writing within 3 calendar days of completion. On receipt of the written notice, the ***company*** shall be allowed 30 calendar days from receipt of said notice to inspect the premises for damage. The ***company*** shall have sole option of repairing or contracting repair work to correct any damages.

**Marketing, Advertising and Media Releases;**

The ***client*** agrees to allow the ***company*** to utilise any photos, videos, descriptions, reviews, quotes of the property and/or the ***client*** in the context of marketing or advertising. The ***company*** will use these items described in this section without any compensation to the ***client***. The ***client*** agrees not to seek punitive action in a civil court of law regarding the development, display, reproduction or printing of the above examples of media. This includes the use of photos, testimonials and videos posted or displayed on online venues such as social media and the ***company’s*** Facebook page and website.

**Payment Terms;**

Payment is due upon completion of the works or within 5 calendar days of completion of all work unless alternative arrangements have been previously agreed upon in writing.

**Collection of Outstanding Debt;**

The ***company*** reserves the right to attach a lien against the ***client’s*** property for non-payment. 30 calendar days after due date a formal notice of intent to file this lien will be sent. Interest rate of 5% per day begins accruing after day 31 of non-payment. The ***company*** also reserves the right to direct a civil claims court or other organisation to collect any outstanding debt, all legal fees and additional expenses to include loss of wages will be added to the outstanding debt.