

# CLEAN-A-CARPET LTD

Head Office: Cobnor Cottage, Chidham, Chichester, West Sussex PO18 8TE

Company Number: 05884480

VAT Number: 889662351

## TERMS AND CONDITIONS OF SERVICE

**NOTE: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, AS THEY WILL FORM THE BASIS OF ANY CONTRACT; BY ACCESSING THIS WEBSITE OR MAKING A BOOKING YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGES WITHOUT NOTICE, AT THE SOLE DISCRETION OF THE COMPANY. ANY SUCH AMENDMENTS TO THE TERMS AND CONDITIONS WILL BE NOTIFIED ON THE WEBSITE. IF YOU DO NOT AGREE THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OUR WEBSITE. NOTE THAT FOR THOSE OF OUR CUSTOMERS WHO DO NOT HAVE ACCESS TO OUR WEBSITE, A HARD COPY OF THESE TERMS AND CONDITIONS IS AVAILABLE BY POST; PLEASE ASK OUR ADMIN TEAM TO PROVIDE YOU WITH A COPY. PLEASE NOTE THAT NOTHING CONTAINED HEREIN AFFECTS THE STATUTORY RIGHTS OF CONSUMERS.**

### SECTION 1 - PRICING

- 1.1 Clean-A-Carpet Limited (hereafter 'the Company') uses average room sizes when calculating a price over the telephone.
- 1.2 The Company reserves the right to amend the initial quotation, should the Client's original requirements change or upon inspection of the property by us.
- 1.3 Certain surcharges can apply for parking costs, difficult access, key collection and return, and other situations which are beyond what the Company considers as normal for our operation. If any such charges apply, they will be notified to the client before any booking has been made.
- 1.4 The company operates a minimum cleaning charge of £45.00 + VAT (£54.00 inclusive).

### SECTION 2 - ACCESS

- 2.1 The Client must provide electricity and running water at the premises where the service is conducted. Failure to provide these is subject to a non-refundable fee equivalent to the minimum charge.
- 2.2 The Client is responsible for providing access to the property at the scheduled time. If keys are provided, the client must ensure that the keys open and close all locks required to access the property, without the requirement for special effort, knowledge or skills. Failure to provide adequate access to the property is subject to a non-refundable fee equivalent to the minimum charge.
- 2.3 Note that the Company will charge a fee for collecting/depositing keys away from the location of the cleaning.

### SECTION 3 - CANCELLATIONS

- 3.1 Section 3.2 sub-sections (a) – (e) outline the statutory cancellation rights of consumers. The cancellation information for commercial customers is set out in Section 3.3 sub-sections (a) – (b); for the purposes of this section, commercial operations are defined as work undertaken for corporate customers, agencies and any type of registered business entity. General cancellation terms which apply in all cases are set out in Section 3.4 sub-sections (a) - (b).
- 3.2 Consumers have the following statutory rights in relation to cancellation of an appointment:
  - a) You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract.
  - b) To exercise the right to cancel, you must inform us Clean-A-Carpet Limited, Head Office, Cobnor Cottage, Chidham, Chichester PO18 8TE (0800 1412226; info@clean-a-carpet.co.uk) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You can also fill in and submit the model cancellation form or any other clear statement on our website (www.clean-a-carpet.co.uk); if you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay.
  - c) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
  - d) You can request that we begin performance of the service during the 14 day cancellation period however, if you wish to cancel after performance of the service has begun (and within the 14 day cancellation period), you shall pay us an amount proportionate to what has been carried out to date.
  - e) If you cancel after the statutory cooling-off period of 14 days, a charge equivalent to the minimum charge of £54.00 inclusive of VAT may apply.
- 3.3 Commercial clients cancellation rights are as follows;
  - a) Commercial entities must give at least 48 hours' notice if they wish to cancel an appointment.
  - b) Failure to provide sufficient notice will result in a cancellation charge of £45.00 + VAT being levied against that organisation.
- 3.4 The following terms apply to both consumer contracts and commercial contracts:
  - a) We reserve the right to refuse any appointment where, upon arrival on site, either the location where the work will be undertaken or the state of the property in general, is hazardous to the health, wellbeing or general safety of the Company's operatives(s).
  - b) The Company has the right to cancel or reschedule a service in cases where an accident, unexpected circumstances or act of God has affected the Company's allocated operative(s).

### SECTION 4 - PAYMENT

Payments associated with services provided are arranged by the methods listed below::

SECTION 4.1 - Cash Payment

SECTION 4.2 Bank Transfer Payment

SECTION 4.3 Credit/Debit Card Payment (We do not accept American Express)

SECTION 4.4 Cheque Payments

An invoice will be provided by the Company operative on completion of the work, or direct from the Company via email (by arrangement), unless otherwise directed by the customer.

#### SECTION 4.1 - CASH PAYMENTS

- 4.1.1 Cash payments are accepted upon completion of the requested work, directly to the Company's operative.
- 4.1.2 Cash payments can be left at the property in a specified location, in the property where the requested service is being performed - company staff must be advised with all necessary details.
- 4.1.3 Cash payments can be left with a contact person present at the working site - company staff must be advised with all necessary details.
- 4.1.4 Cash payments can be left at a specific location, different from the working site, in cases where keys are to be picked from/delivered back to a different address. The cash payment associated with the requested work must be present at this location, in an envelope or other container, or left with a specified contact person - company staff must be advised with all necessary details.
- 4.1.5 In cases where the cash payment is not received in accordance to the aforementioned conditions (Sections 4.1.1 thru 4.1.4), an alternative form of payment must be arranged (see *infra* Sections 4.2 Bank Transfers and Section 4.3 Card Payments). All bank

information needed for the alternative payment options can be provided by Company personnel either verbally or via email, containing invoice details and payment instructions. The Company will exercise the statutory right to claim interest as per the indication on the invoice associated with the service provided, and compensation for debt recovery costs under the Late Payment legislation if payment is not received according to our agreed payment terms.

#### **SECTION 4.2 - BANK TRANSFER PAYMENTS**

- 4.2.1 Bank transfer payments from private customers are only acceptable with the explicit prior agreement of the Company. All information required to effect the payment will be provided by the Company to the client via email notification. Bank transfers should be effected either prior to the commencement of the work, or by close of business on the date of the appointment.
- 4.2.1(a) In cases where a bank transfer payment from a private customer is not received in accordance with the conditions set out above (Section 4.2.1) the Company will exercise its statutory right to claim interest and compensation for debt recovery costs under current and future legislation applicable to the issue of late payments.
- 4.2.2. Bank transfer payments for commercial operations are accepted; for the purposes of this section, commercial operations are defined as work undertaken for corporate customers, agencies and any type of registered business entity.

#### **SECTION 4.3 - CARD PAYMENTS**

- 4.3.1 The card details provided by the customer are used for processing the charge for the relevant service; we do not charge a transaction fee.
- 4.3.2 Card transactions are processed on the day of the service; advance payments can be made, but only at the request of the customer.
- 4.3.3 In cases where a card payment fails, the customer will be informed immediately by the Company. If the customer is unable to provide either an alternative card for payment, or a cash payment, the Company will provide the customer with our account details, either verbally or by email, to enable the customer to pay by bank transfer. If the customer fails to action the payment in accordance with the terms set out above (Point 4.2.1), the Company will exercise the statutory right to claim interest and compensation for debt recovery costs (if applicable), in accordance with the conditions set out above (Section 4.2.1(a)).

#### **SECTION 4.4 - CHEQUE PAYMENTS**

- 4.4.1 Cheque payments from private customers are only accepted with the explicit prior agreement of the Company; said payments should be made either on the day to the operative attending, or posted directly to the Company's offices.
- 4.4.2 Company cheques for commercial operations are accepted; for the purposes of this section, commercial operations are defined as work undertaken for corporate customers, agencies and any type of registered business entity.
- 4.4.3 In cases where the conditions set out in Sections 4.3.1 and 4.3.2 are not met, the Company will exercise its statutory right to claim interest and compensation for debt recovery costs (if applicable) under current and future legislation applicable to the issue of late payments.

#### **SECTION 5 - NON-PAYMENT INFORMATION**

- 5.1 When the client has booked a service and permitted our company to undertake said service; the client agrees to pay the full amount due for the fulfillment of the contract. If the customer does not pay this amount, pursuant to Clause 5 on a voluntary basis or on request from the Company, we reserve the right to:
  - (a) Take legal action to pursue the customer for the amount due
  - (b) Report the customer as a Bad Debtor to the relevant financial institutions in the UK.
- 5.2 Upon the act of arranging a booking for any type of service, the client confirms that they have read and agreed with the Company Payment Terms & Conditions (Sections 4.1 – 4.4), as well as the General Terms & Conditions.
- 5.3 Please note that the above terms do not affect your statutory rights as a consumer.

#### **SECTION 6 - SPECIAL OFFER CONDITIONS**

- 6.1 Promotional offers cannot be combined with other offers or discounts, unless otherwise stated.
- 6.2 The Company's minimum charge of £45.00 + VAT (£54.00 inclusive) will apply in all cases.

#### **SECTION 7 - CLAIMS**

- 7.1 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 24 hours of the work being completed. We will fully investigate any complaint and attempt to resolve it to the satisfaction of the client or to a standard that we hold would be reasonable, given the circumstances of the case.
- 7.2 The Client agrees to allow the Company access to inspect and, where appropriate, re-clean any disputed areas/items, before arranging for a third party to undertake any remedial action on the affected area/item. Should it be the case that the client refuses to adhere to this condition, thereby preventing us from fulfilling our statutory duty to consumers, the Company will not accept any liability whatsoever. Furthermore, if the matter requires urgent attention to prevent further damage occurring, the Company may require entry to the location within 24 hours to correct the problem.
- 7.3 In case of damage to items belonging to our clients; provided it has been established that the Company was the cause of said damage, we will undertake to pay for the repair of the item. If the item is beyond redemption, the Company will rectify the problem by way of crediting the customer with the item's present actual cash value.
- 7.4 While our operatives make every effort not to break items, inevitably accidents will happen; a like-for-like replacement will always be the Company's primary objective, but this cannot be guaranteed. For this specific reason, the Company requests that all irreplaceable items, be that in the context of either monetary value or for sentimental reasons, be removed from the areas in which our operatives will be working.
- 7.5 The company may place items of furniture back on a carpet before it has dried; to prevent the furniture from causing a stain, we will place the feet of said item on furniture pads. The Company will not be responsible for any damage caused as a result of the client placing furniture on a carpet which has not completely dried; equally, we will not accept liability if a client removes the furniture pads prematurely.
- 7.6 While the Company will endeavor to ensure that a carpet is well-fitted, prior to embarking on the cleaning process; however, it can be difficult to determine the standard of fitting, and problems are often hidden. Therefore, in the absence of any negligence on our part, the Company will not accept any liability whatsoever for shrinkage of incorrectly or poorly fitted carpets.
- 7.7 The Company is not responsible for any existing damage to Clients property, in the form of existing stains, burns and other damage; we therefore undertake our operation on the basis that while we will guarantee to attempt to remove every stain, notwithstanding the fact that the Company uses cutting-edge equipment and chemical agents at the top end of the industry-standard, we will not guarantee that this enterprise will be successful.
- 7.8 Any work which the Company undertakes is covered by our Public Liability Insurance policy.

#### SECTION 8 - HEALTH & SAFETY

- 8.1 The nature of the cleaning will leave the carpets damp on completion; drying times vary, with anything from 4-12 hours being the norm, although this can be extended depending on a number of factors, such as levels of ventilation, ambient temperature and carpet fibre etc.
- 8.2 During this period, it is likely that moisture will transfer on the bottom of shoes/slippers etc.; **CUSTOMERS MUST BE AWARE THAT THERE IS AN INCREASED RISK OF SLIPPING WHILE THE CARPETS ARE DRYING OUT, PARTICULARLY WHEN MOVING FROM A DAMP CARPET TO A HARD SURFACE, SUCH AS LAMINATE FLOORING, TILES ETC.** Customers should therefore take extra care both while we are in attendance, and during the drying period.
- 8.3 Under the terms of the Occupiers Liability Act 1957, the occupier has responsibility to take such care as in all the circumstances of the case is reasonable, to see that the visitor will be reasonably safe in using the premises for the purposes for which they are invited or permitted by the occupier to be there. Customers are strongly advised to ensure that the warnings we have provided are notified to any third-parties who may be at risk; the company accepts no liability whatsoever for any failure so to do.

**LARGE PRINT VERSIONS OF THIS FORM ARE AVAILABLE ON REQUEST**