

## TCs Carpet Cleaning - Our Terms and Conditions

**§1** In these Terms and Conditions We define "The Company", "We", "Us" as TCs Carpet Cleaning, 94 Wilsdon Way, Kidlington, OX5 1TX. "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 Us. "Client's Address" is the address where the Client has requested the cleaning service to be carried out. "Service" is the cleaning services carried by Us. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

**§2** These Terms and Conditions represent a contract between TCs Carpet Cleaning and the Client. Both parties must ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and codes of conduct. The Client agrees that any use of the Company's services, including confirming the booking of a service by telephone or email shall constitute the Client's acceptance of these Terms and Conditions. Unless otherwise stated by the Company in writing, these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client. Moreover, this Terms of Conditions document renders all previously issued Terms of Conditions by the Company invalid.

**§3** The price for our services is quoted according to an estimate of room sizes to be given over the phone, e-mail, or in a personal consultation with the Client. We use average room sizes when giving quotes over the phone or e-mail. All quotations given by the Company remain open to be accepted within 30 days from the date they were given. Should the Client's original requirements change or should they not be in accordance with the room sizes agreed on the phone or via e-mail contact, We reserve the right to amend the initial quotation. If the initial quotation and the updated price differ by more than 10%, the price change will be discussed with the Client prior to the start of the work. If the Client does not wish to accept the updated price, We reserve the right to charge a £40.00 + VAT cancellation fee.

**§4** While We will provide all cleaning supplies and equipment to carry out the cleaning service, the Client is obliged to provide running water and electricity at the premises the Company is supposed to carry out the cleaning service.

**§5** VAT is being charged on all prices at the current rate of 20%. Unless otherwise agreed in writing by the Company, the price agreed between Client and Company is due to be paid on the completion of the work, either in cash or cheque before the Company leaves the Client's premises. We reserve the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 8% per annum above the Bank of England base rate from due date until the date of actual payment under the Late Payments Act. We also reserve the right to charge £30 + VAT administrative fees in addition to the balance due for any account We must refer for collection. If a Client's cheque is returned unpaid, all bank charges incurred by the Company due to this incident will be passed to the Client at a charge of £30 per cheque. The rates of payment by the Company shall be agreed between the Company and Client, or a representative of the Client. No reductions or retentions from the sum due stated on the invoice may be made by the Client.

**§6** A booking may be cancelled if a written notice is received by the Company 24 hours before the cleaning service is scheduled to start. We only check e-mails and mail between 10am and 5pm Monday to Friday. Any correspondence sent on a Friday after 5pm will not be received until the following Monday 10am. If the Company is prevented from carrying out the scheduled cleaning service due to (1) the failure to provide a cancellation note, (2) access to the property where the cleaning is supposed to be carried out, or (3) no access to water or electricity, a cancellation fee of £40 + VAT will be charged. If the Client provides Us with keys or other means of getting access to the premises where the cleaning service is supposed to be carried out, these keys or other means must open all locks without any special efforts or skills. The Client may reschedule the booked cleaning service and We will try our best to suit his needs.

**§7** Even though the Company always tries to ensure the best possible outcome of their services, the Client may have complaints. In such cases We request that complaints are provided in writing within 24 hours after the cleaning service has been carried out, so as to ensure that the details are received as clearly and completely as possible. If We do not receive anything in writing after 24 hours, We shall deem the work carried out to the Client's best satisfaction. If the client is not satisfied, however, We will investigate all complaints and attempt to resolve them or refund the Client accordingly. The Client allows the Company to re-enter the premises where the cleaning services were carried out in order to clean any disputed areas or repair any damaged items, before making any attempts to clean those areas by himself or by arranging a third party Company to carry out the cleaning or repair services. If the Client fails to adhere to this, We will consider the matter as settled and the Client will not have the right to claim any money back, charge Us with the cleaning services carried out by other companies, or for the equipment and materials the customer deemed necessary to

rectify our alleged shortcomings by himself. If the Client is unwilling to pay in full We will refer the open invoice for collection immediately.

**§8** The Client needs to inspect the work carried out by Us immediately upon its completion and to draw our attention to any issues while We are still on site. We will carry out any additional work to the Client's complete satisfaction free of charge. However, if the Client fails to notify Us about any issues within reasonable time of the completion of the service (24 hours during the week), the Client is entitled to nothing. Moreover, if the Client nor anyone instructed by the Client to inspect the work, is not present when We complete the service, no claims regarding any issues can be made. If you would like to have a refund or any other adjustment to be made, this must be requested to the Company directly and will need to be subject to our approval. The Client waives his right to stop payment on his cheque or BACS unless the Company fails to correct our shortcomings. While We try everything possible not to break any items, accidents may happen, We will always attempt to replace items destroyed, but We cannot replace irreplaceable items. We therefore request all such items to be stored away and not to be subject of our services. If an item cannot be repaired, We will credit the Client with the item's present actual cash value toward a similar replacement. We shall not be held responsible for damage caused by the improper installation of an item. We will assume that all surfaces such as wood, granite or marble are sealed and ready to be cleaned without causing any damage to these surfaces. If the Client has an outstanding balance of more than 7 days We will regard all claims as invalid. If the Client attempts to commit insurance fraud or falsifies any information We have given to the Client in order to commit fraud, this will be investigated to the fullest extent of the law by Us and the insurance provider of the Client. The Client attempting fraud will be held responsible for all monetary compensation as well as legal fees incurred.

**§9** We will not be held liable under any circumstances for the loss, expense, damage, delay, costs or compensation (direct, indirect or consequential) which may be happen to the Client arising from (1) our failure to carry out a service which is beyond our control (this may include floods, severe weather conditions, inability to gain access to premises, lack of water, electricity or lightening), (2) the unlikely event that We will arrive late at the address of the Client or are obliged to re-schedule the Client's appointment (this may be due to transport or traffic problems beyond our control), (3) an already existing damage to the Client's property in the form of old stains, burns, spillages etc. that are not properly removable by using industry standard equipment, and (4) unsatisfactory results due to the Client or third party walking on carpets during or shortly after the cleaning process. We are not held to be responsible for the (1) shrinkage of carpets as a result of poor fitting, (2) carpets expanding or ripples forming during the cleaning which may be the result of wear and tear, poor quality of fibre content, poor fitting or worn backing of the carpet, (3) poor results due to considerable wear and tear and/or staining of the carpet prior to the service being carried out, (4) any smells arising through the cleaning which may be due to lack of ventilation or appropriate heating, (5) Client's placing of furniture on a carpet not completely dry.

**§10** Any estimates of how long a service may take is solely based on the average time it may take to clean a property of similar size to that of the Client. Estimates may therefore vary and a degree of flexibility is required in such cases.

The Client understands that quotes given do not include anything apart from carpet cleaning unless otherwise specified.

While We are happy to move furniture, We will not attempt to move any furniture that requires more than one person to move it. All fragile, breakable or valuable items must be secured or removed and it is the obligation of the Client to supervise the work carried out by the Company. We are not held to be responsible for the Client's failure to comply with his obligation to supervise our services.

**§ 11** If the customer is not happy with the service provided and lets Us know within 24 hours after the contract has been completed, We shall come back to the Client's home and re-clean areas which were not satisfactorily cleaned free of charge.

**§ 12** We insure all work undertaken. Our public liability insurance covers damages caused by. All claims are subject to an excess of £100.00

**§ 13** We reserve the right to make any changes to any part of these Terms and Conditions without giving any prior notice. Any alterations or additions will apply to new contracts but not to existing contracts. Older versions of the Terms and Conditions may be requested via e-mail.

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.