

CARPET AND UPHOLSTERY CLEANING

1. Definitions

1.1. In these Terms of Business the following definitions apply:

"The Company", "We", "Us" - means Dry and Clean Thames House 7 Mount Mews Hampton Middlesex TW12 2SH.

"Cleaner", "Cleaning Operative" - means the person or firm carrying out cleaning services on behalf of the Company.

"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 the Company.

1.3. The Headings contained in these Terms are for convenience only and do not affect their interpretation.

"Client's Address" - means the address where the Client has requested the cleaning service to be carried out.

"Service" - means the cleaning services carried out on behalf of the Company.

"Cleaning Visit" - means the visit to the Client's service address by the Cleaner in order to carry out the Service.

1.2. Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.

2. Contract

2.1 These Terms and Conditions represent a contract between Dry and Clean and the Client.

2.2 Both parties shall ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and codes of conduct.

2.3 The Client agrees that any use of the Company's services, including placing an order for services by telephone, fax, email, website forms shall constitute the Client's acceptance of these Terms and Conditions.

2.4 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 Client.

2.5 No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the Company.

3. Quotations

3.1. Carpet cleaning is charged per room taking into account the type of carpet fibres & soil. Natural carpet fibres e.g. coir, jute, sisal, sea grass etc. require dry cleaning process which is more expensive than the standard hot water extraction method.

3.2. The company uses national average room sizes when calculating estimates over the phone, fax, email & website forms.

3.3. All quotations are given by the Company following a request by the Client and shall remain open to acceptance for a period of 30 days from their date.

3.4. The Company reserves the right to amend the initial quotation, should the Client's original requirements change.

3.5. Differences in excess of 10% will be discussed with the Client prior to the start of the work. In such cases the Client will have to pay £50.00 cancellation fee if he does not accept the updated price.

3.6. All work carried out whether experimental or otherwise at customers request shall be charged for by the company at our minimum charge rate of £49.00. Congestion charges, Parking charges, Rubbish disposal fees will apply.

4. VAT

4.1. The Company does not charge VAT All shown prices exclude VAT.

5. Equipment

5.1. The Company shall provide all cleaning supplies and carpet cleaning equipment required to carry out the service.

5.2. The Client must provide running water and electricity at the premises where the service takes place.

6. Payment

6.1 Our cleaning service requires a £50.00 deposit payable to the Company by cash, cheque or bank transfer(BACS) at the time of the booking.

6.2 Unless otherwise agreed in writing by the company the account is rendered for immediate payment on the completion of the work. The Client must make payment either by cash, cheque or bank transfer(BACS) before the cleaner leaves the Client's premises, Commercial clients, a 14 day term is applicable.

6.3 If no payment has been received at the time of completion of the cleaning service, the Client agrees to and authorizes the Company to charge his debit/credit card with the outstanding amount.

6.4 The Client agrees to and understands that paying the outstanding balance by debit/credit card will incur a 3% card processing charge.

6.5 We reserve the right to cancel services without notice due to declined credit card transactions or non-cleared funds.

6.6 Although greatly appreciated and a powerful way to say 'Thank you', the Client understands that tipping is not required.

6.7 The Company reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 10% per annum above the Bank of England base rate from the due date until the date of actual payment under the Late Payments Act.

6.8 The Company reserves the right to charge £30.00 administrative fee, plus any solicitors' fees, in addition to the balance due, for any account we must refer for collection.

6.9 All bank charges incurred due to a Client's cheque being returned unpaid will be passed to the Client at a flat rate of £30.00 per cheque.

6.10 The Company reserves the right to cancel any contract and back charge additional for past services to reflect the balance of the standard rate(s) if any misleading or false information was used to obtain discounted services.

6.11 The Client agrees to and authorises the Company to charge his debit/credit card he has provided to the Company with any outstanding amounts owed to the Company.

6.12 Where such alternative arrangements have been made the Client must make payment within 30 days of the invoice date.

6.13 The rates of payment by the Company shall be as agreed between the Company and the Client, or his representative. The Client shall make no reduction or retention from the sum due under any invoice.

7. Cancellation

7.1. The Client can cancel the scheduled service by giving no less than 24 hours prior notice in writing.

7.2. There is a cancellation fee of £50.00 or 40% of the service total for cancelling or rescheduling a cleaning visit with less than 24 but more than 2 hours notice.

7.3. The Company reserves the right to retain the £50.00 deposit as a cancellation fee/part of a cancellation fee.

7.4. The Client must pay the full price of the booked service if:

7.4.1 Our cleaners arrive at the Client's address and are unable to gain access to the Client's home, through no fault of the Company. If keys are provided they must open all locks without any special efforts or skills;

7.4.2 The Client cancels the booked service with less than 2 hours prior notice.

7.5. If the Client needs to change a cleaning day or time, the Company will do its best to accommodate him. Any changes to booked services are subject to a 24 prior notice and availability.

8. Refunds

8.1. No refund claims will be entertained once the cleaning service has been carried out.

8.2. Refund will be issued only if:

8.2.1 The Client has cancelled a cleaning visit within the allowed time (24 hours) prior to the start of the cleaning visit;

8.2.2 A cleaning operative has not been able to carry out the cleaning due to reasons beyond the Client's responsibility.

9. Complaints

9.1. All services shall be deemed to have been carried out to the Client's satisfaction unless written notice is received by the Company with details of the complaint within 24 hours of the work being completed. All complaints must be received in writing by post, fax or email no later than 24 hours after the completion of the service. The Company will fully investigate any complaint and attempt to resolve it to the satisfaction of the Client, or alternatively to a reasonable standard.

9.2. The Client agrees to allow the Company back to re-clean any disputed areas/items before making any attempts to clean those areas/items himself or arranging a third party to carry out cleaning or repair services with regards to the above. Failure to do so will void our Company Guarantee and we will consider the matter fully settled. If payment has not been received in full or has been stopped by the Client we will immediately refer the account for collection.

10. Claims

10.1. The Client agrees that due to the nature of the service the Company guarantees only to correct any problems reported within 24 hours of the completion of the service. If a problem occurs on a Saturday it must be reported by Monday 12:00 in order to be accepted as a valid claim. Failure to do so will entitle the Client to nothing.

10.2. The Company may require entry to the location of the claim within 24 hours to correct the problem.

10.3. The Client agrees to inspect the work immediately after its completion and to draw the operatives' attention to any outstanding cleaning issues while they are still on site. The operatives will carry out any such additional work to the Client's complete satisfaction.

10.4. If the Client or any third party instructed by the Client is not present at the time of completion of the service then no claims regarding any cleaning issues can be made.

10.5. If the Client instructs a third party to inspect the result from the cleaning then the Company must be notified before completion of the service.

10.6. In case of a third party inspecting or refusing to inspect the result from the cleaning then the Company cannot be held responsible for rectifying any outstanding cleaning issues not mentioned by the third party.

10.7. Any refunds or adjustments must be requested to the Company directly and subject to approval by the Company.

10.8. The Client waives his right to stop payment on his cheque or protest a credit/debit card charge unless the Company fails to make good on the guarantee shown in part 13.

10.9. While the Company operatives make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed. For this specific reason, the Company requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or not cleaned by the cleaning operatives.

10.10. In case of damage, The Company will repair the item at its cost. If the item cannot be repaired the Company will rectify the problem by crediting the customer with the item's present actual cash value toward a like replacement from a Company's source upon payment of cleaning services rendered.

10.11. The Company shall not be responsible for damage due to faulty and/or improper installation of any item. All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to clean without causing harm.

10.12. No claims shall be entertained if the Client has an outstanding balance aged more than 30 days.

10.13. 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 Company and the Insurance Provider(s). Monetary compensation as well as legal fees may incur.

11. Liability

11.1. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with:

11.1.1 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;

11.1.2 Late arrival of Company operatives at the service address. The Company endeavours to be right on time on any visit but sometimes due to transport related and other problems which are beyond the Company's control, the Company operative's may arrive with a delay or the cleaning visit may be re-scheduled.

11.1.3 An existing damage to Clients property in the form of old stains/burns/spillages etc. which cannot be cleaned/removed completely by the cleaning operative using the industry standard cleaning methods;

11.1.4 Non satisfactory result from the service due to the Client or third party walking on the carpets during or shortly after the cleaning process;

11.2. The Company shall not be liable for any damages worth £50.00 or less.

11.3. The Company 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 Client is verbally informed of this and a written confirmation prior to proceeding with the service will be required; any issues arising subsequently shall be the sole responsibility of the Client.

11.4. The Company shall not be liable for the shrinkage of carpets as a result of poor fitting.

11.5. The Company 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.

11.6. The Company 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 prior to the service being carried out.

11.7. The Company 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.

11.8. The Company shall not be responsible for any damage caused as a result of the Client placing furniture on a carpet which has not completely dried.

11.9. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client if the Client has an outstanding balance aged 30 days or more from the date the payment was due.

11.10. We record all incoming and outgoing phone conversations for quality control, record keeping and back-referral for any inquiries or investigations.

12. Supplementary Terms

12.1. If the Client requests keys to be collected by the Company's operatives from an address outside the postal code of the Client's address then a £10.00 charge will apply. The charge will cover only the pick up of keys. If said keys need to be returned back to the pick up address or any other address another charge of £10.00 will apply.

12.2. If any estimates of how long it will take the cleaning operatives to do the job required are being provided that is only an estimate based on the average time it takes to clean a home or an office of similar size to the Client's, it being difficult to estimate precisely how long such tasks may take and that a degree of flexibility may be required.

12.3. The Client understands that the price he has been quoted is not for a "package deal" and does not include anything apart from carpet cleaning.

12.4. The quotation excludes the clearing of debris created by tradesman or building work unless otherwise stated.

12.5. Our cleaners are happy to move furniture. Due to Health and Safety regulations the cleaner will attempt to move only furniture that requires no more than one person.

12.6. No cash alternative shall be given for any money off vouchers issued by the company. Vouchers only valid with a minimum of £100.00 spend, Only one voucher per household/business.

12.7. All fragile and highly breakable items must be secured or removed.

12.8. The Client shall ensure that all valuables are stored away when work is carried out and that the property is supervised by the Client or his representative at all times during the course of the work. The Company shall not be responsible for the Client's failure to comply with this obligation.

12.9. The provisions of this contract are not intended to confer any benefit upon Third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999, are hereby expressly excluded from this agreement.

12.10. The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The Company may add to or alter these Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts. Please refer to your copy of these T & C.

13. Our Guarantee

13.1 The Company has built its business and reputation by providing its clients with the best possible cleaning service available. Still, the Company realises, that because its operatives are human beings, they sometimes make mistakes. For this reason, the Company offers you a guarantee. If the Client is not satisfied with the cleaning standard of certain areas after the cleaning, the Company's operatives will come back to the Client's home and re-clean those areas free of charge.

13.2 Our guarantee is subject to a complaints notice no later than 24 hours after the completion of the service.

14. Insurance

14.1. The Company shall insure all work it undertakes. The Company's public liability insurance covers damages caused by a cleaning operative working on behalf of the Company and includes Treatment Risk and Fidelity Risk covers as standard. All claims are subject to an excess of £50.00.

15. Referral Credit

15.1. Every Client of the Company will receive a one-time credit of £10.00 for referring our carpet cleaning services to another Client. Credit will be issued after we receive cleared funds from the new Client.

16. Law

16.1 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.