

CLEAN SWEEP CLEANING CO.

Terms and Conditions

1. These Terms and Conditions apply to the provision of the Services detailed in our estimate and otherwise, by Caroline Wills trading as CLEAN SWEEP CLEANING CO whose office is 24a Cherry Street, Stourbridge, United Kingdom, DY8 3YQ.
2. You are deemed to have accepted these Terms and Conditions when you accept our estimate or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our estimate (together, “the Contract”) are the entire agreement between us.
3. These Conditions apply to the Contract to the exclusion of any other Terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealings. You acknowledge that you have not relied on any statement, promise or representation made or given by us or on our behalf.

Interpretation

4. A “business day” means any day other than a Saturday, Sunday or bank holiday.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

Definitions

7. “Company”, “We”, “Us” – Caroline Wills t/a Clean Sweep Cleaning Co. 24a Cherry Street, Stourbridge DY8 3YQ and its employees, servants or agents acting on its behalf in the course of their employment by or on behalf of the Company.
8. “Customer”, “You” - 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, or other Services, are supplied by the Company.
9. “Cleaner” - means the person or firm carrying out cleaning Services for the Customer on behalf of the Company.

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10. "Fees" - consideration payable by the Customer to the Company in exchange for the Services rendered.
11. "Services" - such duties as are agreed with the Customer at the time of booking.
12. "Premises" - the location at which the Services are supplied, which will be an address specified by the Customer, and at which it is agreed between the parties that the cleaning will take place.
13. "Agreement" - (also "Contract") these Terms and Conditions and any estimate provided on the basis of which the Services are performed, which constitute the full and complete Contract between the Customer and the Company.
14. "Website" - . www.cleansweepstourbridge.co.uk
Services
15. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with any estimate provided, in all material respects. We can and may make any changes to the Services which are necessary to comply with any applicable law, regulation or safety requirement, and we will notify you if this is necessary.
16. We will use all reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the estimate, however, time shall not be of the essence in the performance of our obligations.
17. All of these Terms and Conditions apply to the supply of any goods in addition to Services, unless we specify otherwise.
Application
18. These Conditions shall apply to and be incorporated into the Contract and prevail over any inconsistent Terms or Conditions contained, or referred to, in the Customer's instructions papers, or specification or other document supplied by the Customer, or course of dealing.

Duration

19. The Services supplied under the Contract shall be provided by the Company to the Customer for the duration of the Contract. The Contract shall continue until terminated by either party.

Company's Obligations

20. The Company shall use reasonable endeavours to provide the agreed Services to the Customer. The agreed Services will be those Services agreed with the Customer at acceptance of the Contract.

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21. Subject to the Terms of this Agreement, the Company agrees to provide the Services to the Customer at its Premises, on dates and at times agreed from time to time with the Customer.
22. The Service will be for such cleaning duties as are agreed with the Customer at the time of booking, or as varied through agreement with the Customer from time to time.
23. The Company will provide one (or, at its discretion, more) Cleaner to attend the Premises to provide the agreed Services.
24. The Company will provide all necessary cleaning materials and equipment. The Company will consider requests for the use of the Customer's own preferred cleaning materials and equipment, but the Company retains absolute discretion under the Terms of this Contract as to whether its employees, servants or agents will be instructed to use them. The Company accepts no liability for any loss or damage sustained by the Customer through the use of materials or equipment supplied by the Customer.
25. Time estimates provided by the Company to the Customer for completion of work are nothing more than that, and time for completion of each cleaning job will not be of the essence of the Contract.

Customer's Obligations

26. The Customer shall:
 - a. Co-operate with the Company in all matters relating to the provision of the Services;
 - b. Provide the Company, its employees, agents, and sub-contractors in a timely manner and at no charge, with such information as is required by the Company to enable the Company to perform their obligations under this Contract, including but not limited to;
 - c. Provide the Company, its employees, agents, and sub-contractors in a timely manner and at no charge, with keys/pass codes/permissions and or other access arrangements sufficient to allow access to the Cleaner to enable them to complete the Service;
 - d. Provide the Company, its employees, agents, and sub-contractors in a timely manner and at no charge, with instructions for deactivation/activation of any alarm or security systems necessary to permit access to the Cleaner to enable them to complete the Service;

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27. If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay, nor shall the Company be obliged to refund all or any proportion of Fees paid which relate to the work affected by such acts or omissions.

Charges and Payment

28. We will invoice you for the payment of the Fees 28 days after the date of the first cleaning appointment, and at 28 day intervals thereafter;

29. You must pay the Fees due within 7 days of the date of invoice or otherwise in accordance with any credit (or other) Terms agreed between us;

30. Time for payment shall be of the essence of the Contract.

31. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law, and you may not assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.

32. If you do not pay within the period set out above, we may, at our discretion, suspend any further provision of the Services and cancel any future Services which have been ordered by, or otherwise arranged with, you.

33. You agree to pay to the Company a late payment fee calculated at 20% of the outstanding balance, such fee continuing to accrue and remaining payable to the Company until the outstanding balance is settled.

34. In addition to the amounts set out above, the Customer agrees to indemnify the Company for all legal costs, expenses and fees, on a solicitor and own client basis, incurred by the Company in connection with taking recovery action against the Customer (including mediation or any other action taken for recovery of debt from the Customer) arising out of a breach of these Terms.

35. In the event of the Company incurring bank charges due to a Customer's cheque being returned unpaid, the Customer agrees to the Company raising a charge to the Customer of £30.00 per returned cheque.

36. Receipts for payment will be issued by us only at your request.

37. All payments must be made in British Pounds unless otherwise agreed in writing between us.

38. The Company reserves the right to re-evaluate charging rates at any time, and will give the Customer at least 14 days' notice in writing of any such changes.

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Cancellation

39. In the event of cancellation by you or on your instructions or at your direction, less than 24 hours prior to the scheduled appointment, you agree to pay the full price of the Cleaning Appointment, and you will be liable for same.
40. In the event of cancellation by you or on your instructions or at your direction, more than 24 hours prior to the scheduled appointment, you agree to pay the full price of the Cleaning Appointment, although the Company will, at its discretion, allow up to 4 appointments cancelled per year at no charge.
41. In the event of the Cleaner being unable to provide the agreed Services due to the Cleaner being denied access to the Premises for any reason, you agree to pay the full price of the Cleaning Appointment.
42. The customer must give at least 48 hours notice to the Company of any instruction to change the time of a booked appointment. Failure to give such period of notice will result in the customer being liable for the fee for the appointment taking place at the booked time, in addition to the fee for any replacement appointment.

Customer representations and warranties

43. The Customer represents and warrants that:
- a. it will provide a safe working environment at the Premises for the Cleaner to perform the Service;
 - b. the Cleaner will have unencumbered and unobstructed access to those areas of the Premises requiring the Service;
 - c. it will provide the Cleaner with access to all Services and utilities (including hot and cold water, electricity, and waste and recycling facilities) as required by the Cleaner to provide the Service;
 - d. it will advise the Company prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime at the Premises;
 - e. it is authorised to use the Premises and obtain the provision of Service at the said Premises;
 - f. it will remove all fragile, delicate, breakable, and valuable items, including cash, jewellery, items of sentimental value, art and antiques prior to each Cleaning Appointment;
 - g. it will move any heavy items under, beneath or behind which it requires cleaning, prior to each Cleaning Appointment. The Customer accepts that cleaning in such areas will not take place unless and until such items have been moved. The Customer further accepts that the Cleaner will not move such objects, and will not be asked to do so.

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44. the Company is not responsible for not completing or not providing the Service as a result of a breach of a warranty by the Customer;

Health and safety risks

45. The Cleaner is entitled to undertake a job safety analysis before the commencement of Services, in order to assess the health and safety risk at the Premises.
46. The Cleaner may, either before or during the provision of the Service not use or cease using any materials or cleaning equipment provided by the Customer, if the Cleaner considers, in their absolute discretion, that the use of such materials or cleaning equipment poses a risk to health and safety.
47. The Cleaner may, either before or during the provision of the Service not provide or cease the provision of the Service where carrying out the Service presents, in the absolute discretion of the Cleaner, a risk to health and safety. The Company is not liable to the Customer for any loss incurred by the Customer in doing so.
48. The Cleaner will make every effort to provide the Service in a manner which causes the least disruption to the Customer however it is the Customer's responsibility to be aware of potential hazards and ensure that themselves or other persons present during provision of the Services avoid the inevitable hazards caused during the process of providing the Service (i.e. tripping over cables, washed floors etc).

Exclusions and limitations

49. The Company is not liable for:
- a. loss of or damage to all fragile, delicate, breakable, and valuable items, including cash, jewellery, items of sentimental value, art and antiques which have not been removed prior to cleaning.
 - b. the cost of any key replacement or locksmith fees, unless keys were lost or damaged by the Company or by the Cleaner.

No Engagement of Cleaners

50. The Customer acknowledges that the Company invests significant resources in recruiting, selecting and training its Cleaners. Unless the Company gives prior written permission, the Customer must not, directly or indirectly, engage, employ or contract with any Cleaner to provide domestic or commercial cleaning Services to the Customer or any associate of the Customer for any period during which Services are provided by the Company, or for a period of 12

months following the last date of provision of the Services to the Customer (the “Period in Question”), whether the cleaner remains employed with the Company throughout the Period in Question or not.

51. The Customer acknowledges that in the event that they directly or indirectly, engage, employ or contract with any Cleaner to provide domestic or commercial cleaning Services to the Customer or any associate of the Customer during the Period in Question, they will be liable to the Company for a referral fee for that Cleaner’s services, and in such circumstances, the Customer agrees to pay to the Company a referral fee of £500 per Cleaner.

Termination

52. We can terminate the provision of the Services immediately if you:
53. Commit a material breach of your obligations under these Terms and Conditions;
or;
54. Fail to pay any amount due under the Contract on the due date for payment; or;
55. Are or become, or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or;
56. Enter into a “voluntary arrangement”, pursuant to Part 1 of the Insolvency Act 1986, or bring about any other scheme or arrangement with your creditors; or;
57. Convene any meeting of your creditors, enter into a voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, file any documents (or effect or enable such documents to be filed on your behalf) with the court for the appointment of an administrator in respect of you, give notice of intention to appoint an administrator, or effect or enable such notice to be given on your behalf or by or on behalf of any of your directors or by a qualifying floating charge holder (as defined in para.14 of Schedule B1 of the Insolvency Act 1986), pass or effect or enable a resolution to be passed or petition to be presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings to be commenced relating to your insolvency or possible insolvency.
58. We have the right to cancel your Contract without prior notice and for any reason, including but not limited to if:
 - a. we have insufficient staff to fulfil the booking you have ordered;
 - b. we do not cover your area;

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59. If we do cancel your Contract we will endeavour to notify you by e-mail within 48 hours prior to your booking.

Limitation of liability

60. Where the customer is acting as a consumer, as defined under the “Unfair Terms in Consumer Contracts Regulations 1999”, this section comprising paragraphs 60 to 65 inclusive will not apply.

61. This condition sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants, and sub-contractors) to the Customer in respect of:

- a) Any breach of the Contract;
- b) Any use made by the Customer of the Services; and
- c) Any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

62. All warranties, Conditions and other Terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

63. Nothing in these Conditions limits or excludes the liability of the Company:

- a) For death or personal injury resulting from negligence; or;
- b) For any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company.

64. The Company shall not be liable for;

- a) Loss of profits; or
- b) Loss of business; or
- c) Depletion of goodwill and/or similar losses; or
- d) Loss of anticipated savings; or
- e) Loss of goods; or
- f) Loss of Contract; or
- g) Loss of use; or
- h) Loss or corruption of data or information; or
- i) Any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

65. The Company’s total liability in Contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Services.

Privacy policy

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66. The Customer acknowledges that any information provided by the Customer may be used by the Company for the purpose of providing the Service. The Company agrees not to share any information provided by the Customer with any third party not directly involved in the provision of the Service (unless required to do so by law).

Variation

67. The Company reserves the right to update or modify these Terms and Conditions at any time without prior notice, and may do so by publishing updated Terms and Conditions on its Website. Each update will take effect 24 hours after it has been published on the Website.

Complaints Procedure

68. All complaints should be addressed to Caroline Wills, director of Clean Sweep Cleaning Co. Ltd. Complaints can be addressed in writing to 24a, Cherry Street, Stourbridge, DY8 3YQ, or by email to caroline@cleansweepstourbridge.co.uk.

69. Due to the nature of the work provided by the Company, no complaints as to the quality of the services provided will be entertained after a period ending 24 hours after completion of the appointment.

70. Your complaint will be fully investigated, and a detailed response will be sent to you within 21 days. As part of the investigation, we may need to contact you for further information which may be by telephone, email, or letter.

71. In accordance with the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations (2015), in the event that your complaint cannot be resolved between us, if you so choose, you may use Alternative Dispute Resolution to resolve your complaint.

72. Alternative dispute resolution bodies, such as Small Claims Mediation (<http://www.small-claims-mediation.co.uk/consumer-adr-provider/>) exist which are competent to deal with complaints about legal Services should you wish to use such a scheme.

73. The Company agrees to use Small Claims Mediation if you wish to resolve the dispute by such means. The timescale for contacting them is twelve months.

Force Majeure

74. The Company shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond

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its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, Act of God, war, riot, civil commotion, malicious damage, compliance with any law or Governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of company's sub-contractors.

Communications

75. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

76. Notices shall be deemed to have been duly given:

- a. When delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient;
- b. When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- c. On the fifth business day following mailing, if mailed by national ordinary mail; or
- d. On the tenth business day following mailing, if mailed by airmail.

77. All notices under these Terms and Conditions must be addressed to the most recent address, email address, or fax number notified to the other party, or otherwise utilised in correspondence.

No Waiver

78. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy, nor stop further exercise of any other right, or remedy.

Severance

79. If one or more clause of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provision/s will be deemed severed from the remainder of these Terms and Conditions, which will remain valid and enforceable unless such severance would result in contradiction of the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted.

Law, Jurisdiction and Language

80. These Terms and Conditions, the Website, any content contained therein and any Contract brought into being as a result of usage of the Website, are governed by, and interpreted according to, the Law of England and Wales. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English and Welsh courts.

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CLEAN SWEEP CLEANING CO.

Caroline Wills, Director
Caroline Wills t/a CLEAN SWEEP CLEANING CO.
24a Cherry Street, Stourbridge, United Kingdom, DY8 3YQ
V1 15/12/17

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