



## **1. Contract**

These Terms and Conditions are a contract between the Customer and BRIGHT AND KIND CARPET AND UPHOLSTERY CLEANERS. Confirming a cleaning appointment via email, messaging or telephone constitutes an acceptance of the agreement.

## **2. Pricing**

We don't operate a call-out charge unless it is for a stain removal, prices are discussed in advance. A site or home visit for carpet, upholstery, rug or chair cleaning is £0. All costs are provided upfront and agreed at the time of sale. Additional charges may apply if we need to collect keys from a third party.

We calculate prices by using average room sizes.

## **3. Access**

You should provide access to your property as well as access to running water and electricity. Failure to provide any of these is subject to a fee (£25).

## **4. Payment**

We accept cash and bank transfer payments for cleaning services (except regular domestic and end of tenancy). Payments must be made on the same day of the cleaning visit or 3 days upon receipt of an invoice otherwise legal action will be taken.

4.1: In case the payment has not been received by the end of the 7th day of the period provided by BRIGHT AND KIND CARPET AND UPHOLSTERY CLEANERS to each Customer, the payment will be legally taken by the solicitor of the company who will contact the Customer and take legal actions.

4.2: Commercial contracts are individually priced and are legally binding. We accept payments up to 30 days after cleaning. Late payments are subject to a £30 fee.

## **5. Cancellations**

Please give us a notice 48 hours before the scheduled appointment. A cancellation fee of £20 may apply if you fail to notify us.

## **6. Supplementary provisions**

Our staff are capable of moving lightweight furniture but take no responsibility for damages.



6.1: Please remove and store away all highly breakable and fragile items. Certain items are excluded from liability. These include antiques, artwork, items of sentimental value, jewellery, and cash.

6.2: It may take up to five business days to respond to customer complaints. We accept complaints by email only.

## **7. Claims**

**If you are unhappy about any part of our work, it is your duty to ensure that you contact us as soon as possible (same day) after the completion of the work.**

**We take photographic and video evidence of stains, damage, marks or scuffs (and other issues we spot) before we carry out any cleaning process and we make you aware of this before the start of any work.**

**You have to agree with our comments before we commence, this can be done verbally.**

7.1: 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.

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

7.3: 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.

7.4: 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.

7.5: 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.

7.6: BRIGHT AND KIND CARPET AND UPHOLSTERY CLEANERS is not responsible for damages created by our employees. As our contractors, they are responsible for their actions with their insurance. If the complaint is up to 24 hours after the service, the company can contact you with the cleaner and his insurer.

7.7: While the Company operatives make every effort not to break items, accidents do happen. For this specific reason, the Company requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away.



7.8: The Company shall not be responsible for damage due to faulty and/or improper installation of any item.

7.9: 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.

7.10: 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. We will fully investigate any complaint and attempt to resolve it to the satisfaction of the Client, or alternatively to a reasonable standard.

7.11: Complaints are accepted in writing (email). Complaints must be reported on completion or in the following 24-hour.

Claims can be covered by the Company insurance, only if the damage/breakages are reported within 24hours of the cleaning service visit.

The Company reserves any right to refuse disclosure of confidential company documents.

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

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. We will fully investigate any complaint and attempt to resolve it to the satisfaction of the Client, or alternatively to a reasonable standard.

## **8. Insurance**

We hold public liability insurance and treatment insurance.

We cannot be held responsible for existing damages.

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

8.2: The Client agrees that any use of the Company's services, including placing an order for services by telephone, email or messaging services shall constitute the Client's acceptance of these Terms and Conditions.

8.3: 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.



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

8.5: The Company reserves the right to make any changes to any part of these terms and conditions without giving any prior notice. Any alterations will apply to new business but not existing contracts.

8.6: 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.

8.7: 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.

8.8: 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.

8.9: 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.

## **9. Liability**

**In certain circumstances, carpets can 'wick' back, this can be normal but please inspect the work on completion to ensure everything has been carried out to our usual high standards.**

**We will inform you of stains or marks that are permanent and will not be removed by our cleaning processes. It is also your responsibility to identify and stains and what treatments you have already used to remove them.**

**This can affect the processes or treatments we will use. If you purposefully withhold information from us, then you have to accept any consequences of the treatments we use.**

9.1: 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.

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



9.3: 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.

9.4: 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.

9.5: 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.

9.6: The Company shall not be responsible for damage due to faulty and/or improper installation of any item.

9.7: 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).

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

9.9: We are not liable for any damages caused by faulty products/equipment provided by the customer.

9.10: The Company is not liable for any wear or discolouration of fabric that becomes more notable once dirt is removed.

9.11: We shall not be responsible for any damage caused as a result of the Client placing furniture on a carpet which has not completely dried.

9.12: We are not responsible for any 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.

## **10. End of Tenancy**

10.1: BRIGHT AND KIND CARPET AND UPHOLSTERY CLEANERS reserves the right to amend the initial quotation, should the client's original requirements change or due to incomplete or incorrect initial information. Differences in the price will be added to the initial quotation.

10.2: The standard End of Tenancy cleaning **does** include cleaning of carpet and upholstery only.



The standard End of Tenancy cleaning **does not** include cleaning of walls, woodwork, ceilings, curtains, balconies, patios, exterior windows, cleaning cutlery and laundry.

10.3: In order to commence work the property must be vacated.

10.4: If an operative needs to collect keys from a third party's address outside the postal code of the premises where work is to be done then a £10.00 fuel charge may apply.

10.5: If there was a dog, cat or other hairy pet animal in the house/flat then an extra £20 may be added to the initial quote due to the extensive amount of animal hair slowing down the cleaning process, unless agreed in advance with BRIGHT AND KIND CARPET AND UPHOLSTERY CLEANERS.

10.6: If the Client requires cleaning service after building work has been done recently (service also called After Builders Cleaning may take longer than a standard End of Tenancy Cleaning) then a minimum additional 25% will be added \* subject to site inspection.

10.7: BRIGHT AND KIND CARPET AND UPHOLSTERY CLEANERS will not be responsible for triggering any alarm systems. The Client should give specific instructions for deactivation/activation of any household alarm systems.

10.8: The Client accepts and understands that poor service, breakage/damage or theft must be reported within 24 hours from our service date. Failure to do so will entitle the Client to nothing. No claims can be made against BRIGHT AND KIND CARPET AND UPHOLSTERY CLEANERS after the above time limits.

10.9: BRIGHT AND KIND CARPET AND UPHOLSTERY CLEANERS advises that the Client or a client's representative must be at the premises at the time of completion of the job so an inspection can be done and any correction is made on site on the same day.

10.10: If the Client or his/hers representative confirms that they are happy with the job done, this is considered as successful and completed job and no further claims can be made. **We do take photographic and video evidence before, during and after the cleaning process. All items of interest are declared before a cleaning process starts.**

BRIGHT AND KIND CARPET AND UPHOLSTERY CLEANERS reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice.

English law shall govern these terms and conditions, and by agreeing to be bound by them the client agrees to submit to the exclusive jurisdiction of the relevant courts of England.