# Gleam N Sheen Cleaning Terms and Conditions

## 1. Definitions and Interpretations

"The Business" means Gleam N Sheen Cleaning.

"Cleaner" means the person carrying out the cleaning services on behalf of the business.

"Client/Customer" means regular and 'one off' customers using the services.

"Service" means the cleaning services that the business provides to you in accordance with the terms that were established between the client and the business.

"Us/We/I/Our" means Gleam N Sheen Cleaning.

"One-off Client" means

"Regular Client" means

"Cleaning Materials" means

"Deposit" means

"Price" means

"Contract" means

"Business Day" means

"Calendar Day" means

"Cleaning Visit" means the Cleaner's visit to the Client's service address to perform the Service.

#### 2. About Us

2.1. Gleam N Sheen Cleaning, Unit A, 82 James Carter Road, Mildenhall, IP28 7DE. Owner: Bethan Harding.

#### 3. Contract

- 3.1. These Terms and Conditions form a contract between Gleam N Sheen Cleaning and You (The Client). Please read the Terms and Conditions carefully before utilising any services. If you are confused about the Terms & Conditions, please contact us via Email or Text to clarify anything.
- 3.2. The client agrees that using the company's services, such as placing purchases over the phone, email, or social media—including, but not limited to, Facebook and Instagram—accounts for acceptance of the terms and conditions.
- 3.3. These Terms and Conditions shall take priority over any alternative business or purchase conditions suggested by The Client, unless otherwise approved in writing.
- 3.4. No variation or alteration to these Terms and Conditions will be effective unless agreed in writing by an owner of the Company.
- 3.5. The Company charges a minimum of £45 per cleaning visit.
- 3.6. If you wish to change the day or time that the Services are provided, we will do our best to accommodate your request.
- 3.7. Should a cancellation be required by us, we will notify you as soon as practically possible. Should your order be cancelled by us due to unforeseen circumstances, such as illness, insufficient personnel or materials, or an event beyond our control, we will notify you as soon as practically possible. We shall promptly reimburse you for any payments, including deposits, that you may have paid to us under sub clause 4. Reimbursements will be made as soon as practically possible; and in any event within seven calendar days of our notification of the cancellation. Cancellations will be confirmed in writing.
- 3.8. The Company reserves the right to make reasonable changes to the Terms and Conditions in agreement with the other party.
- 3.9. You do not need to sign this agreement / terms and conditions for it to be binding.

#### 4. Price, Payment and Deposit

- 4.1. All customers' prices are fixed, and will be accustomed to them, such as the number of hours needed and any extras that have been added and agreed upon.
- 4.2. Regular customers are required to make payment via bank transfer or cash on the day of the cleaning, no later than 24 hours after the services have been provided.
- 4.3. Any late payments made after 24 hours of the completed clean will incur a 8.5% interest fee.
- 4.4. Consistent late payment will result in a 20% pre-payment for all future cleans.
- 4.5. Prior to the commencement of the Services, the price for a one-time, mini-deep clean, or deep cleaning will be quoted and agreed upon.
- 4.6. Prior to the commencement of a mini deep clean and/or a deep clean, a 50% deposit must be paid, and the remaining 50% must be paid promptly on completion of the clean.
- 4.7. One-time cleaning deposits must be paid for in advance. The services will not be provided unless payment is made.
- 4.8. Invoices will be issued via email monthly, weekly or on the day the services are provided depending on the agreed terms.
- 4.9. All prices include TAX, including quotes given.
- 4.10. We are given the right to amend any initial quotations, in the event that your initial requirements change such as extras being added onto your order.
- 4.11. In certain instances, your deposit will not be refunded if your booking is cancelled. This applies to any one-time cleans such as deep cleans, mini deep cleans, end of tenancy and after builders cleans only. Please refer to the sub clause 4.6
- 4.12. We reserve the right to recover any bank charges that we incur as a result of your cheque being returned or an amount being unpaid, or if we engage a third party to recover any paid fees from you.
- 4.13. Our quotations are considered valid for a period of 30 (thirty) days; thereafter, we reserve the right to modify the quotation.

4.14. Any additional work that is requested beyond the description of the original brief will be quoted separately and then incorporated into the original invoice.

## 5. Equipment & providing the services

- 5.1. All cleaning equipment is provided by The business. If you require us to use your equipment or products they must be safe to use and in full working order.
- 5.2. The Company is unable to accept any liability in the event that the equipment or the outcome of its use is compromised if the Client requests that the Cleaner utilise their own materials and equipment, including a hoover.
- 5.3. We will provide the Services with reasonable skill and care, in accordance with the best practices and standards in the cleaning services industry, and in accordance with any information provided by Us about the Services and about Us, as mandated by law.
- 5.4. The Services will commence on the date specified in Our Order Confirmation.
- 5.5. We will continue to provide the Services for the duration that has been previously agreed upon or until either party provides the necessary notice to terminate the Contract and Provision of Services.
- 5.6. If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible.
- 5.7. In some situations, such as when we run into technical difficulty, We might have to halt the Services while We fix the problem. Before stopping the Services, We shall give you advance written notice unless the matter is an emergency requiring immediate care.
- 5.8. We will not be liable for any delays resulting from incomplete, inaccurate, or delayed information or action that you are obligated to provide under Clause 6. We reserve the right to charge you a reasonable amount of additional work if We are called upon to rectify or make up for any mistake that results from incomplete or otherwise inaccurate information or action on your side.
- 5.8. We may suspend the Services in certain situations, such as when you fail to provide Us with information or when you fail to take the necessary action as required by Clause 6. We shall notify you in writing of any suspensions of the Services.

- 5.9. We reserve the right to suspend the Services until you have made all required payments if you fail to pay Us for the Services as stipulated in Clause 4. Should this occur, We will provide you with a written notice. This has no bearing on our ability to charge you interest in accordance with Sub Clause 4.3 and 4.4.
- 5.10. We utilise our own checklist to make sure that everything gets done and that nothing is forgotten, thus we don't follow any checklists that clients may leave for us.

### 6. Customer Obligations

- 6.1. It is your responsibility to make sure that the location where the services will be rendered has electricity, sufficient lighting, and running water for both hot and cold.
- 6.2. If you want us to use your equipment or products, please notify us beforehand; they must be safe to use, in full working order and must not require any specialist skills to use.
- 6.3. As much as is practical, You shall make sure that all valuables are kept concealed and not given to us for cleaning.
- 6.4. Unless you inform us otherwise, we will presume that all work surfaces, including marble, granite, and limestone, are completely sealed and can be cleaned using your supplied proprietary cleaning products or another appropriate cleaning product.
- 6.5. It is your responsibility to make sure you give us all the necessary instructions for turning on or off any alarm systems, in cases where we must enter your property or in situations where our presence could set off an alarm. If we sound an alert and you haven't given us specific instructions, we won't be held accountable.
- 6.6. While cleaning, we might capture images of your property to demonstrate the finished work and could upload them on social media platforms like our business Instagram and Facebook pages. This is simply to showcase our work for the purpose of promoting our abilities to potential clients. If you do not want photographs taken or shared online, please let us know and we will gladly abide by your wishes. Nevertheless, failing to notify us would result in us assuming your consent to proceed.
- 6.7. When at all possible, please make sure your property is tidy and that all floors are cleared. This guarantees we can be as time efficient as possible.

## 7. Complaints

- 7.1. In case of any issues with the services we offer, please make sure to get in touch with us promptly and we will strive to resolve the problem as soon as we can. No refund claims will be given once the cleaning service has been carried out.
- 7.2. There will be no fee for fixing issues if they are the result of our actions, those of our representatives or employees, or subcontractors, or if no one is to blame. If it is found that a problem was caused by inaccurate or incomplete information or actions done by you, you may be billed for corrective actions.
- 7.3. Please get in touch with us within 24 hours of the services being carried out if there is an issue with the services. You can reach us via:

Email - <u>GleamNSheenCleaning@outlook.com</u> Text message - 07303002504

#### 8. Cancellation

- 8.1. If you decide to cancel the cleaning Services within 48 hours or less of the agreed start time, you will be responsible for paying the entire price of the Service.
- 8.2. After we start offering the Services, you can end the Services and the Contract anytime by giving us a written notice of 3 weeks. If you have paid for any Services we have not delivered yet, we will refund you promptly, and at the latest within 14 days of your cancellation being accepted by us. If you owe for Services not yet paid for, the amount will be subtracted from any refund owed to you or invoiced to you for payment if no refund is due.
- 8.3. If any of the events listed happen, you can terminate the Services and the Contract right away by sending Us written notification. If you have paid for any Services that have not been provided yet, we will refund the money to you promptly, within 14 Calendar Days of receiving your cancellation. If We have rendered Services that are unpaid, the owed amounts will be taken from any refunds owed to you or invoiced to you if no refund is due, with payment required as per Clause 4. If you decide to cancel due to Our violation of sub-Clause 8.3.1, you will not have to pay anything to Us. There is no need for you to provide 3 weeks' notice in these situations.

- 8.3.1. If we have significantly violated the Contract and haven't fixed the issue within 14 days of you requesting it in writing;
- 8.3.2. If we go into liquidation or have an administrator or receiver appointed over our assets, then...
- 8.3.3. We cannot offer the Services because of a circumstance beyond our control (as stated in sub-Clause 2.7)
  - 8.3.4. We modify these Terms and Conditions to your detriment.
- 8.4. Once we start offering the services, we can terminate the services and the agreement with a 3 weeks' written notice. If you have paid Us for any Services that have not been rendered yet, we will refund the amount to you promptly, within 14 days of Our cancellation notice. If you owe us for any Services rendered but not paid for, the amount will be taken from your refund or billed to you for payment as outlined in Clause 4 if no refund is due.
- 8.5. In the event that any of these situations arise, we reserve the right to terminate the Services and the Contract by providing written notice to you. If you have paid for services that we have not yet delivered, we will refund the money within 14 days of cancelling. If services have been rendered but not paid for, the amount owed will be taken from any refund owed to you or invoiced to you if no refund is due. Payment must be made as specified in Clause 4. In these situations, we are not obligated to provide a 14-day notice.
- 8.5.1. If you do not make a payment on time as stated in Clause 4, we still reserve the right to apply interest on any overdue amounts as per sub-Clause 4.3 and 4.4.
- 8.5.2. If you don't fix a significant breach of the Contract within 14 days of Our written request, you have violated the agreement.
- 8.5.3. We cannot offer the Services because of a situation beyond Our control.
- 8.6. The cleaning services may be suspended in the situations listed below.
  - 8.6.1. If you do not make payment for any invoice by the agreed deadline.

- 8.6.2. You do not submit all necessary paperwork and documentation to Us before the initial Cleaning visit.
- 8.7. Failure to provide access to your property for service provision, without making reasonable arrangements, will result in being charged the full price of the booked services.

## 9. Liability

- 9.1. These Terms and Conditions do not seek to evade or limit Our liability for death or personal injury caused by Our negligence (including Our employees, agents, or subcontractors) or for fraud or fraudulent misrepresentation. These Terms and Conditions do not seek to limit or limit Our liability for failing to provide the Services with due care and skill, or as outlined by Us in relation to the Services or Our business. We are covered by a £1 million public liability insurance policy offered by a leading insurance company. You might have to pay a £250 deductible, the amount of which depends on the specific claim. You have the option to request Our insurance liability documentation via email.
- 9.2. Our Services cater to residential, business, and personal needs. We are not responsible for any loss of profit, loss of business, disruption to business, or loss of business opportunities that may occur to you.
- 9.3. We will take responsibility for any loss or damage that you may experience due to our failure to adhere to these Terms and Conditions or due to our negligence. Loss or damage can be anticipated if it is a clear result of the breach or negligence, or if both parties consider it when the Contract is made. We will not take responsibility for any unforeseeable loss or damage.
- 9.4. If we cause any damage while providing services on your property, you must inform us within 24 hours of the service being completed. If the service is provided on a weekend, you must notify us by 11.00am on Monday. We will repair the damage for you without any extra charges. Providing photographic/receipt and other reasonable evidence is necessary to make a claim under our insurance policy. If you cannot present proof, you cannot seek compensation for damages. We are not liable for any existing issues or harm found in your property during the provision of services.

- 9.5. We commit to ensuring the keys to your property/ies are always kept completely secure. If we happen to misplace or lose the keys, we will cover the cost of having new keys made.
- 9.6. The Company and the Insurance Provider(s) will prosecute to the maximum extent of the law anyone who tries to commit insurance fraud or uses false information for any fraudulent purposes. There may be costs associated with monetary compensation and legal fees.

## 10. Governing Law and Jurisdiction

- 10.1. The Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) will be regulated and interpreted according to English law.
- 10.2. In case of any disagreement, legal issue, legal process, or demand between you and Us concerning these Terms and Conditions, the Contract, or the connection between you and Us (whether by contract or other means), it will be resolved in the courts of England, Wales, Scotland, or Northern Ireland, depending on where you live.

#### 11. Communication and Contact Details

- 11.1. If you need to reach us between 9am and 5pm on weekdays, you can contact us by phone at Gleam N Sheen Cleaning's number or by email at Gleam N Sheen Cleaning's email address.
- 11.2. There are situations where it is necessary to get in touch with us via written communication (such as when cancelling an order or utilising your right to cancel services). If you want to reach out to us in writing, you can utilise the following communication methods:
- 11.3. Get in touch with us via email at the Gleam N Sheen Cleaning email address. GleamNSheenCleaning@outlook.com
- 11.4. Get in touch with us through messaging.

Message - 07303 002504

Instagram - GleamNSheenCleaning

Facebook - GleamNSheenCleaning

12. Data Protection and How we use your personal information
12.1. Any personal data we gather, such as your name and address, will be handled according to the guidelines of the Data Protection Act 2018 and your rights under it.
12.2. We might utilise your personal data for:
12.3. Offer Our Services to you.
12.4. Complete the payment for the Services.

12.6. Your personal information will not be shared with any other third parties.

you have the option to ask us to no longer send you this information.

12.5. Notify you about the latest products and services offered by Us. At any time,

Sign here:	Date:

Please Note: that using our services will be considered acceptance of our terms and conditions.