

#### **CARPET CLEANING**

### TOP DOWN CLEANING SERVICES TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS REPRESENT A CONTRACT BETWEEN TOP DOWN CLEANING SERVICES AND THE CUSTOMER.

THE CUSTOMER AGREES THAT ANY USE OF THE SERVICES, INCLUDING PLACING AN ORDER FOR SERVICES BY TELEPHONE, EMAIL, WEBSITE FORMS SHALL CONSTITUTE THE CUSTOMER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS.

# PART 1 - REQUIRED FROM THE CUSTOMER:

- WE WILL REQUIRE ACCESS TO RUNNING WATER AND ELECTRICITY SUPPLIED BY THE CUSTOMER TO COMPLETE OUR CLEANING SERVICE. WE ACCEPT NO LIABILITY FOR NOT BEING ABLE TO COMPLETE A CLEANING SERVICE OR BE RESPONSIBLE FOR ANY CLEANING RESULTS DUE TO LACK OF WATER OR ELECTRICITY.
- CARE MUST BE TAKEN WHEN WALKING ON ANY CLEANED CARPET, IN PARTICULAR ON STAIRS AND WHEN STEPPING FROM DAMP CARPET TO A HARD FLOORING SURFACE. IT IS THE CUSTOMERS RESPONSIBILITY TO ADVISE ANY GUESTS/VISITORS/PEOPLE/RESIDENTS THAT THE CARPETS MAY BE SLIPPERY. WALKING ON CARPETS PRIOR TO BEING FULLY DRIED CAN ALSO DECREASE THE EFFECTIVENESS OF THE CLEANING AND CAN ALSO RESULT IN THE PILE BEING FLATTENED AND DRYING IN THAT POSITION RESULTING IN A POOR APPEARANCE. WALKING ON THE CARPET PRIOR TO BEING DRY IS THE CHOICE OF THE CUSTOMER AND WE ADVISE AGAINST THIS AND ACCEPT NO LIABILITY FOR ANY ISSUES RESULTING FROM THIS.
- CARPETS WILL BE DAMP AFTER CLEANING AND AS SUCH MAY BE SLIPPERY. IT IS UNDERSTOOD BY THE CUSTOMER THAT EXTRA CARE MUST BE TAKEN WHEN WALKING ON DAMP CARPETS TO AVOID SLIPPING / FALLING OVER AND THAT TOP DOWN CLEANING SERVICES ACCEPT NO LIABILITY FOR ANY DAMAGES OR INJURIES RESULTING FROM SLIPPING OR FALLING.

# PART 2 - **RESULTS, RISKS AND LIMITATIONS**:

• ALL CLEANING PRODUCTS ARE TOTALLY SAFE AND NONTOXIC, AND IN NORMAL CONDITIONS WILL NOT HARM OR DAMAGE FABRICS AND FIBRES. HOWEVER, ON RARE OCCASIONS MANUFACTURING DEFECTS, COLOUR FASTNESS, AGE OR CONDITION OF THE FABRIC OR FIBRES MAY RESULT IN POTENTIAL FOR BLEEDING OF DYES, THE APPEARANCE OF DRIED OUT CRACKS ON LEATHER OR STAIN RETENTION LOCKED IN BY PREVIOUS CLEANING PROCESSES. WHEN REMOVING STUBBORN STAINS, PARTICULARLY WHERE PREVIOUS ATTEMPTS HAVE BEEN MADE TO REMOVE STAINS, SOME MARKING OF FABRICS OR FIBRE DISTRESS MAY BE EXPERIENCED IF FULL STAIN REMOVAL IS TO BE ACHIEVED. THE TECHNICIANS ARE FULLY TRAINED TO TAKE ALL REASONABLE CARE WHEN CLEANING

FABRICS AND FIBRES AND WHEREVER POSSIBLE WILL APPRAISE YOU OF ANY POTENTIAL CONSEQUENCES OF IDENTIFIED CONDITIONS.

- WE WILL CARRY OUT WORK IN A PROFESSIONAL MANNER AT ALL TIMES TO PROVIDE THE BEST POSSIBLE SERVICE WE CAN USING HIGH QUALITY PROFESSIONAL SOLUTIONS AND PROCEDURES. THE SUCCESS OF A CLEANING PROCEDURE CAN BE INFLUENCED BY VARIOUS FACTORS E.G. SOILING LEVELS, WEAR AND STAINING.
- WE CANNOT GUARANTEE THE DRYING TIME OF ANY ITEM CLEANED AS THIS WILL DEPEND ON THE FABRIC AND DIFFERENT FIBRES DRYING AT DIFFERENT SPEEDS. THE HEAVIER THE SOILING THE LONGER IT IS LIKELY TO TAKE TO DRY.
- TOP DOWN CLEANING SERVICES DOES NOT GUARANTEE TO REMOVE ALL SOILS, SPOTS AND STAINS FROM YOUR CARPET. BUT WE MAKE EVERY EFFORT TO PROVIDE THE BEST CLEANING EXPERIENCE POSSIBLE.
- WE CANNOT FULLY REMOVE PAINT STAINS, VARNISH, BLACK SHOE SOLE STAINS, FILTRATION STAINS ALONG THE BASEBOARDS, DYES, INKS, RUST, BURN STAINS, OR ANY SUBSTANCE THAT IS KNOWN TO CAUSE PERMANENT STAINING. IF WE DO ATTEMPT TO REMOVE SUCH STAINS, WE DO NOT GUARANTEE COMPLETE REMOVAL OR SATISFACTION.

# PART 3 – **SHRINKAGE**

WE CANNOT BE LIABLE FOR SHRINKGE IF:

• CARPETS HAVE NOT BEEN FITTED PROPERLY. • CARPETS IS FAULTY. • EDGES OR SEAMS ARE NOT FULLY SECURE. • CARPETS HAVE BEEN REPAIRED. • WE DO NOT ACCEPT RESPONSIBILITY FOR SHRINKAGE OR COLOUR MIGRATION ARISING OUT OF, OR AS A DIRECT RESULT OF THE CLEANING PROCESS

### PART 4 - PLEASE BE AWARE

- TRAFFIC LINES MAY BECOME APPARENT OR MORE APPARENT ONCE A CLEANING PROCESS HAS TAKEN PLACE. (TRAFFIC LINES ARE AREAS THAT VISIBLY SHOW MORE SIGNS OF WEAR, SUCH AS DOORWAYS.)
- HIGHLY SOILED AREAS ONCE CLEANED MAY SHOW EXISTING STAINS THAT WERE PREVIOUSLY COVERED BY EXCESS SOILING.

• WE CANNOT BE HELD RESPONSIBLE FOR: WEAR, SUN DAMAGE OR DISCOLOURING OF FIBRES BECOMING MORE VISIBLE ONCE SOIL HAS BEEN REMOVED.

PART 5 - WE WILL NOT BE HELD LIABLE FOR THE LOSS, EXPENSE, DAMAGE, DELAY, COSTS OR COMPENSATION WHICH MAY HAPPEN TO THE CUSTOMER ARISING FROM:

- OUR FAILURE TO CARRY OUT A SERVICE WHICH IS BEYOND OUR CONTROL EXISTING DAMAGE TO A CUSTOMERS PROPERTY SUCH AS: OLD STAINS, BURNS, WORN DOWN BACKING OR EXCESSIVE WEAR AND TEAR.
- UNSATISFACTORY RESULTS DUE TO RESINDENTS WALKING ON CARPETS DURING OR SHORTLY AFTER THE CLEANING PROCESS.

#### LIABILITY

- THE COMPANY WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOSS, EXPENSES, DAMAGES, DELAYS, COSTS OR COMPENSATION (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL) WHICH MAY BE SUFFERED OR INCURRED BY THE CUSTOMER ARISING FROM OR IN ANY WAY CONNECTED WITH:
- ITS FAILURE TO PROVIDE ITS SERVICES AS A RESULT OF FACTORS THAT ARE BEYOND ITS CONTROL. FACTORS BEYOND ITS CONTROL INCLUDE ACTS OF FLOODS, SEVERE WEATHER CONDITION, AND INABILITY TO GAIN ACCESS TO PREMISES, LACK OF APPROPRIATE RESOURCES, SUCH AS WATER, ELECTRICITY, AND LIGHTING;
- LATE ARRIVAL OF COMPANY'S CLEANERS 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'S CLEANERS MAY ARRIVE WITH A DELAY OR THE CLEANING VISIT MAY BE RE-SCHEDULED.
- AN EXISTING DAMAGE TO CUSTOMER'S PROPERTY IN THE FORM OF OLD STAINS/BURNS/SPILLAGES ETC. WHICH CAN'T BE CLEANED/REMOVED COMPLETELY BY THE CLEANERS USING THE INDUSTRY STANDARD CLEANING METHODS.
- NON-SATISFACTORY RESULT FROM THE CLEANING SERVICES DUE TO THE CUSTOMER OR THIRD-PARTY WALKING ON WET FLOORS OR USING APPLIANCES DURING OR SHORTLY AFTER THE CLEANING PROCESS.

- THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES WORTH £100.00 OR LESS.
- THE COMPANY WILL NOT BE LIABLE FOR ANY ODOURS ARISING DURING AND/OR AFTER CLEANING SERVICE WHEN THIS IS DUE TO FACTORS SUCH AS, LACK OF VENTILATION, AND/OR APPROPRIATE HEATING.
- THE COMPANY WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOSS, EXPENSES, DAMAGES, DELAYS, COSTS OR COMPENSATION (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL) WHICH MAY BE SUFFERED OR INCURRED BY THE CUSTOMER IF THE CUSTOMER HAS AN OUTSTANDING BALANCE AGED 7 DAYS OR MORE FROM THE DATE THE PAYMENT WAS DUE.

### **EQUAL OPPORTUNITIES**

• TOP DOWN CLEANING IS AN EQUAL OPPORTUNITIES EMPLOYER. WE RECRUIT OUR STAFF ON THE BASIS OF THEIR ABILITY TO DO THE JOB AND AIM TO ENSURE THAT ALL OUR STAFF ARE TREATED EQUALLY REGARDLESS OF ETHNIC ORIGIN, RELIGION, SEX, AGE, MARITAL STATUS, NATIONALITY, SEXUAL ORIENTATION OR DISABILITY.

#### **INSURANCE**

• TOP DOWN CLEANING SERVICES IS INSURED THROUGH SIMPLY BUSINESS INSURANCE AND HAS FULL PUBLIC AND EMPLOYER'S LIABILITY COVER. ANY CLAIMS REGARDING BREAKAGES AND LOST ITEMS SHOULD BE REPORTED ON THE SAME DAY.

# **DIGITAL MEDIA**

- OCCASIONALLY WE LIKE TO TAKE BEFORE AND AFTER PICTURES OF YOUR HOME. INTERIOR PICTURES WILL BE FOR OUR REFERENCE ONLY AND WILL NOT BE PUBLICISED WITHOUT YOUR CONSENT. INTERIOR IMAGES WILL BE FOCUSED ON THE ROOM AND OR DAMAGE WE MAY FIND AND WILL NOT BE FOCUSED ON PERSONAL PROPERTY UNLESS IT IS YOUR PERSONAL PROPERTY THAT WAS DAMAGED AND IS REQUIRED BY OUR INSURANCE TO PROCESS A CLAIM. IF WE WISH TO USE PICTURES OF THE INTERIOR OF YOUR HOME, WE WILL CONTACT YOU DIRECTLY BEFORE DOING SO. THIS WOULD BE FOR POSSIBLE ADVERTISEMENT ON SUCH PLACES LIKE OUR WEBSITE, FACEBOOK AND SO FORTH. DURING RECOVERY CLEANS, PHOTOGRAPHS WILL BE TAKEN OF ALL AREAS RE-CLEANED DURING THAT VISIT. THESE WILL BE KEPT FOR OUR REFERENCE ONLY. AT NO POINT WILL ANY IMAGE INCLUDE IMAGES OF ANY PERSON LIVING IN THE HOME. WE DO RESPECT YOUR RIGHT TO PRIVACY.
- OCCASIONALLY WE LIKE TO TAKE BEFORE AND AFTER PICTURES OF YOUR HOME. INTERIOR PICTURES WILL BE FOR OUR REFERENCE ONLY AND WILL NOT BE PUBLICISED WITHOUT YOUR CONSENT. INTERIOR IMAGES WILL BE FOCUSED ON THE ROOM AND OR DAMAGE WE MAY FIND

AND WILL NOT BE FOCUSED ON PERSONAL PROPERTY UNLESS IT IS YOUR PERSONAL PROPERTY THAT WAS DAMAGED AND IS REQUIRED BY OUR INSURANCE TO PROCESS A CLAIM. IF WE WISH TO USE PICTURES OF THE INTERIOR OF YOUR HOME, WE WILL CONTACT YOU DIRECTLY BEFORE DOING SO. THIS WOULD BE FOR POSSIBLE ADVERTISEMENT ON SUCH PLACES LIKE OUR WEBSITE, FACEBOOK AND SO FORTH. DURING RECOVERY CLEANS, PHOTOGRAPHS WILL BE TAKEN OF ALL AREAS RE-CLEANED DURING THAT VISIT. THESE WILL BE KEPT FOR OUR REFERENCE ONLY. AT NO POINT WILL ANY IMAGE INCLUDE IMAGES OF ANY PERSON LIVING IN THE HOME. WE DO RESPECT YOUR RIGHT TO PRIVACY.

### LAW

THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY THE RELEVANT UNITED KINGDOM LAW, AND BY AGREEING TO BE BOUND BY THEM THE CUSTOMER AGREES TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE RELEVANT COURTS OF THE UNITED KINGDOM. TOP DOWN CLEANING SERVICES RESERVES THE RIGHT TO MAKE ANY CHANGES TO ANY PART OF THESE TERMS AND CONDITIONS WITHOUT GIVING ANY PRIOR NOTICE.