

TERMS AND CONDITIONS OF BUSINESS
OF

A & R Cleaners

1 DEFINITIONS

The following expressions shall have the following meanings:

- 1.1 "Supplier" means A & R Cleaners of 13a Jasmine Rd Kettering NN16 9TX;
- 1.2 "Customer" means any person who purchases Services from the Supplier;
- 1.3 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.4 "Proposal" means a statement of work, quotation or other similar document describing the Services;
- 1.5 "Services" means the services as described in the Proposal and includes any materials required to complete the work;
- 1.6 "Cancellation Period" means the period of time during which the Customer can cancel the agreement to purchase the Goods and Services as defined by The Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations 2013;
- 1.7 "Cancellation Form" means the form as defined by The Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations 2013 and attached to these Terms and Conditions as Schedule 1;
- 1.8 "Notice of Right to Cancel" means the notice of cancellation terms as stipulated by The Cancellation of Contracts Made in a Consumer's Home or Place of Work etc Regulations 2013 and attached to these Terms and Conditions as Schedule 1;
- 1.9 "Terms and Conditions" means the terms and conditions of supply of Services and/or Goods set out in this document and any subsequent terms and conditions agreed in writing by the Supplier;
- 1.10 "Order" means the formal acceptance by the Customer of the Proposal;
- 1.11 "Agreement" means the contract between the Supplier and the Customer for the provision of the Services and/or Goods incorporating these Terms and Conditions.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Supplier to the Customer and shall supersede any other documentation or communication between the Supplier and the Customer.
- 2.2 Any variation to these Terms and Conditions must be agreed in writing by the Supplier.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services, by virtue of any statute, law or regulation.

2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

3 PROPOSAL

3.1 The Proposal for Services is attached to these Terms and Conditions.

3.2 The Proposal for Services shall remain valid for a period of **30 days**.

3.3 The Proposal must be accepted by the Customer in its entirety.

3.4 The Customer shall be deemed to have accepted the Proposal by placing an Order with the Supplier.

3.5 The Agreement between the Supplier and the Customer, incorporating these Terms and Conditions, shall only come into force when the Supplier confirms an Order in writing to the Customer. Prior to any confirmation the Supplier has the right to refuse any Order.

4 SERVICES AND DELIVERY

4.1 The Services are as described in the Proposal.

4.2 Any variation to the Services must be agreed by the Supplier in writing.

4.3 Any drawings, descriptions or specifications contained in advertising material, brochures or catalogues issued by the Supplier are for the sole purpose of giving an approximate idea of the Services and will not form part of any Agreement unless otherwise agreed in writing by the Supplier.

4.4 The Services will be delivered between the hours of **7.00am** and **7.00pm** on **all days of the week**. The Supplier may vary these times by intimating in writing details of the change to the Customer.

5 PRICE AND PAYMENT

5.1 The price for Services is as specified in the Proposal and is inclusive of **VAT and** any other charges as outlined in the Proposal.

5.2 The price for any materials required to complete the Services is as specified in the Proposal.

5.3 The terms for payment are as specified in the Proposal.

5.4 The Customer must settle all payments for Services within **one month** from the invoice date.

5.5 The Customer will pay interest on all late payments at a rate of **two percent** per annum above the base lending rate of **CO OP Bank**.

5.6 The Supplier is also entitled to recover all reasonable expenses incurred in obtaining payment from the Customer where any payment due to the Supplier is late.

5.7 The Supplier is entitled to vary the price to take account of any additional work required to complete the Services which was not anticipated at the time of the Proposal and any variation must be intimated to the Customer in writing by the Supplier.

6 CUSTOMER OBLIGATIONS

6.1 The Customer will provide access to the Supplier at the times specified in these Terms and Conditions and will co-operate with all reasonable requests by the Supplier.

6.2 The Customer will provide electricity, hot water and toilet facilities to the Supplier for the purpose of completing the Services.

6.3 The Customer will apply for, obtain and meet the cost of all necessary approvals and permissions required to complete the Services prior to the commencement of the work.

6.4 The Customer will take all reasonable steps to ensure that the Supplier does not sustain any damage or loss to any equipment stored on site (only applicable to non domestic customers).

6.5 The Customer shall be liable for any expenses incurred by the Supplier as a result of the Customers failure to comply with the obligations as defined by these Terms and Conditions.

6.6 The Customer shall remove all items of furniture, ornaments and other belongings from the area to be cleaned.

6.7 The Customer shall ensure adequate heat and ventilation is provided to facilitate drying after the cleaning process has been carried out.

6.8 The Customer shall ensure that the area which has been cleaned is kept free of furniture and is not walked on until completely dry.

7 SUPPLIER OBLIGATIONS

7.1 The Supplier shall supply the Services as specified in the Proposal.

7.2 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice.

7.3 The Supplier shall comply with all relevant health and safety regulations.

7.4 The Supplier shall ensure that all necessary licences and permissions required to provide the Services are current including but not limited to **LICENCES**.

7.5 The Supplier shall be responsible for all waste management and disposal required in the course of providing the Services.

7.6 The Supplier shall take all reasonable steps to reduce shrinkage, expansion or rippling of carpets after cleaning but cannot be held liable should this occur.

7.7 The Supplier shall hold valid employer and public liability insurance policies.

8 CANCELLATION

8.1 Notice of the right to cancel:

8.1.1 The Customer has the right to cancel the agreement to purchase the Services within the Cancellation Period of 14 (fourteen) calendar days of receipt of this notice of right to cancel.

8.1.2 The Supplier is **A & R Cleaners**.

8.1.3 For the purpose of the Cancellation Notice the information to be quoted in all communications to identify the agreement to purchase the Services is **the customers name address and date work was to be carried out**.

8.1.4 In the event that the Customer chooses to exercise their right to cancel the agreement to purchase the Services within the Cancellation Period, the Cancellation Form should be completed in full and returned to the Supplier at **13a Jasmine Rd Kettering NN16 9TX**.

8.1.5 Use of the Cancellation Form is optional; however any format used by the Customer must be in writing and contain the information prescribed by the relevant regulations.

8.1.6 Notice of cancellation is deemed to be served on the Supplier as soon as it is posted to the Supplier, or in the case of electronic communication, the day it is sent to the Supplier.

8.2 The Customer must inform the Supplier of their exercise of the right to cancel the agreement for provision of Services within the Cancellation Period;

8.3 If the provision of Services has commenced, with the written request of the Customer, prior to the giving of notice of cancellation by the Customer and within the Cancellation Period, the Supplier shall remain entitled to any monies constituting the value of the Services subject to the following provisions:

8.3.1 Where the Customer has already made payment to the Supplier, any refund issued shall be less than the relevant sums paid;

8.3.2 Where the Customer is yet to make payment to the Supplier, the sum due from the Customer shall be adjusted accordingly;

8.3.3 The Supplier shall inform the Customer in writing of the relevant calculations involved in determining the sums deductible or payable.

8.4 If the provision of Services has commenced prior to the giving of notice of cancellation within the Cancellation Period and without the written consent of the Customer then the Supplier shall not be entitled to any monies from the Customer constituting the value of the Services provided.

8.5 Following the end of the Cancellation Period the Customer shall have no further right to cancel the agreement to purchase the Services.

9 DEFECTIVE SERVICES

9.1 In addition to the Customer's statutory rights, the Supplier guarantees that the Services will be free from defects for a period of THE **DAY OF COMPLETION** from the date that the Services were supplied.

9.2 Clause 9.1 does not apply:

9.2.1 if a fault arises due to any subsequent damage not due to a defect in the Services;

9.2.2 if a fault arises due to willful damage, failure to follow instructions, misuse, alteration, improper maintenance or negligence on the part of the Customer or a third party.

9.3 If the Services are found to be defective in accordance with these Terms and Conditions then the Supplier, with the agreement of the customer, shall either re-perform the Services or refund any monies paid for the defective Services.

9.4 Where the Services are defective or do not comply with the Agreement the Customer must notify the Supplier promptly as soon as they become aware of the problem.

10 PROPERTY AND RISK

10.1 Title or ownership of any property or materials belonging to the Supplier remains with the Supplier throughout the period of the Agreement.

10.2 The Customer must store any property or materials belonging to the Supplier separately from any other property or materials belonging to the Customer or a third party.

11 DEFAULT

11.1 The Agreement shall continue until the Services have been provided in terms of the Proposal or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.

11.2 The Customer may terminate the Agreement if the Supplier fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of **four weeks** after notification of non-compliance is given.

11.3. Either party may terminate the Agreement by notice in writing to the other if:

11.3.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

11.3.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or

11.3.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

11.3.4 the other party ceases to carry on its business or substantially the whole of its business; or

11.3.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

11.4 In the event of termination the Customer must make over to the Supplier any payment for work done and expenses incurred up to the date of termination.

12 WARRANTIES

12.1 The Supplier warrants that the Services will be performed using all reasonable skill and care.

12.2 The Supplier does not give warranties for stain protection chemicals, insecticide/fumigation chemicals or stain removal.

13 LIMITATION OF LIABILITY

13.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

14 INDEMNITY

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise directly or indirectly from the Customer's breach of any of its obligations under these Terms and Conditions.

15 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

16 ASSIGNMENT

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

17 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

18 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

19 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Proposal or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

20 ENTIRE AGREEMENT

These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

21 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of **England** and the parties hereby submit to the exclusive jurisdiction of the **English** courts.

SALES CONTRACT. OFF PREMISES. OVER £42

Customer:

A & R Carpet and Upholstery Cleaners
13a Jasmine Rd Kettering NN16 9TX
07736501606 arclean70@gmail.com

Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013

Your Rights

It is our responsibility to supply you with goods and services that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us, our details are given above. If you are unclear about your rights or require advice, you can contact the Citizens Advice Service on 03454 040506 or www.adviceguide.org.uk

Cancellation – Your Rights

You have the right to cancel this contract and further information is given below.

Your Right To Cancel

You have the right to cancel this contract without giving a reason. The cancellation period starts when we enter into a contract with you and will end 14 days after you have taken possession of the goods we are supplying you.

In order to exercise your right to cancel you must inform us of your decision by a clear statement (e.g. a phone call, letter sent by post or email). You may use the attached cancellation form but you don't have to. To meet the cancellation deadline you should let us know that you wish to cancel before the cancellation period has expired. If you want to put this in writing, this can be sent to us at the above address or by email.

CANCELATION FORM

A & R Carpet and Upholstery Cleaners
13a Jasmine Rd Kettering NN16 9TX
07736501606 arclean70@gmail.com

Ordered on () / Received on ()
Name of Consumer(s)
Address of consumer(s)
Signature of Consumer(s)
Date

REQUEST TO START WORK

A & R Carpet and Upholstery Cleaners
13a Jasmine Rd Kettering NN16 9TX
07736501606 arclean70@gmail.com

I/We hereby ask you to start work on our contract on a date that we will/have already agreed.
I/We understand that I/we have the right to cancel this contract, as described above, within the cancellation period which ends 14 days after I/we take possession of any goods that you are supplying. I/We also understand that the following cancellation I/we may have to pay certain labour costs or have some reduction of our reimbursement as described above.

Contract /confirmation date:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s):

Date