

CLEANING NEEDS TERMS AND CONDITIONS

1. These terms and conditions shall be deemed to be incorporated into all contracts between the Cleaning Needs whose name and address appears overleaf ('Supplier') and the person, persons or company whose name appears overleaf ('Client') for the supply by the Supplier of goods and/or services specified overleaf. In the absence of express written agreement to the contrary such good and/or services are tendered or delivered and work undertaken upon and subject to these terms and conditions only.
2. The Supplier agrees to perform the work specified overleaf in a workmanlike manner using reasonable care to attain the best possible results. However, all liability in respect of loss or damage arising from:-
 - (i) Faulty manufacturer inherent defect in any material ('material') which is subject of this contract:
 - (ii) Misuse, damage or cleaning of any material by the Client prior to work being undertaken
 - (iii) Poor colour fastness or dimensional instability in any material which is not apparent on testing by the Supplier prior to work being undertaken: or
 - (iv) Manufacturers' or other colour dye markings on any material which is not apparent on testing by the Supplier prior to work being undertaken: or
 - (v) Failure to remove all stains and soiling
3. While the Supplier will use all reasonable endeavours to remove all stains and soiling from any material, no guarantee or warranty is given that all stains and soiling will be removed
4. All work is undertaken on a strictly cash on completion basis
5. Quotations for the supply of goods and/or service by the Supplier will be open for acceptance for a period of thirty days from the date of the quotation unless otherwise stated by the Supplier in writing
6. Any claim in respect of any goods and/or services provided by the Supplier under the terms of the contract must be notified to the Supplier within forty eight from the time of the provision of the goods or services by the Supplier and the Client agrees to allow the Supplier every opportunity to rectify or make good the matters given rise to such complaint
7. Any dispute arising between the Client and the Supplier will be referred to arbitration by an independent arbitrator to be agreed between the parties, the costs of such arbitration to be borne, in the absence of any agreement between the Client and the Supplier, by the party against whom the arbitrator's decision is made.
8. In the event of the Supplier being prevented by act or default of the Client from carrying out the work of the agreed time and place, or in the event of less than twenty four hours notice being given by the Client of cancellation of this contract, the Client shall pay to the Supplier a cancellation fee of £40 (£60 within the M25) thereon at the appropriate rate.
9. The Supplier will use its reasonable endeavours to arrive at or close to the agreed time, but cannot be liable for conditions beyond its control. Additionally, the Supplier is registered as a support service for domestic emergencies such as flooding, and whilst these situations are rare, the Supplier may find it necessary to reschedule non-urgent work in order to respond to an emergency
10. If the Client include two or more persons such persons shall be jointly and severally liable for payment of the Supplier's invoice
11. The Client is responsible for payment of the Supplier's invoice even if –
 - (i) Someone else has agreed to pay the invoice
 - (ii) The Supplier has agreed to send the invoice to a third party for payment on the Client's behalf, or
 - (iii) You have the benefit of insurance
12. These terms and conditions do not affect the Client's statutory rights