

# TERMS AND CONDITIONS OF TRADING

Martins Cleaning Service Limited  
45 Hamlin Lane EXETER EX1 2SB

Cancellation: 48-hours notice is required for all quotations.  
Cancellation: 48-hours notice is required for all bookings.  
Cancellation for commercial contracts: As agreed in writing.

**Trading terms and conditions in respect to all work carried out by Martins Cleaning Services Limited. This does include -**

**All Individual jobs & Short term contracts & Non-Contractual cleaning (One-month written notice for all terminations)**  
**All Long term contracts & Supply of goods & Service & ALL work carried out by Martins Cleaning Services Ltd on your behalf.**

## **PAYMENT TERMS ARE STRICTLY UPON COMPLETION OF ALL WORK CARRIED OUT.**

**Abbreviations:** HWE: Hot water Extraction Cleaning | Deo: Deodorising Treatment | San: Sanitisation treatment | Basic: Hot water extraction clean only | S/R: Stain removal treatment | **Indemnity: Where an indemnity has been completed by our technician a particular matter has been brought to our/your attention.**

**Contract term:** – All documents signed by the Company and/or the Client form the basis of a working contract. The terms stated below are subject to all services provided (excluding all commercial contract/cleaning – there is a separate document covering clauses for commercial general cleaning contracts).

**The Cancellation of Contracts** made in a Consumer's Home or Place of Work etc. Regulations 2008 came into force on 1st October 2008 - Where consumers decide to have work done, or to receive goods, within the seven-day cooling-off period, they need to give their agreement in writing. We therefore accept that the consumer signatory on our quotation is acceptance of our work proceeding. Carpet cleaning/upholstery cleaning/curtain cleaning and all cleaning using specialist industry approved equipment and methods –

Process (1) quotation: 48 hours to cancel all quotations booked. Process (2), the work/job booking: 48 hours to cancel all bookings. In the event that the required notice periods are not provided the Company (Martins Cleaning Services Ltd) will invoice the client the value of the job for cancelled work/jobs and the Company (Martins Cleaning Services Ltd) will invoice the client a minimum of £25.00 per booking of all quotations cancelled.

Regular service of Residential House cleaning/general cleaning: A minimum of One-month's notice period is required from all clients (you) for all cleaning contracts and non-contractual cleaning to end. Should you (The Client) wish our services to end prior to one month notice period being given to Martins Cleaning Services Ltd, we (The Company) will invoice you for a full calendar month and your keys will be returned upon payment and service ending.

**Terms and conditions of sale** – All clients must be present during all work carried out or in the event that you are not present a client representative to inspect the work provided upon completion. In the event that the client or clients' representative is not present the work may continue to be carried out but at the clients own risk. Complaints will not be addressed in this situation unless at the technicians discretion. All work will be paid for upon completion. Where payment has not been made and service is received debt collection will commence. Any item or request that is not registered within the quotation will not form part of our service and contract. The Client remains responsible to ensure that the quotation provided details all of the service that they required, including specialist treatments.

### **Exceptional or difficult circumstances –**

All complaints must be acknowledged by telephone within 12-hours of completion of all work taking place. A complaints form will be posted out to you and the technician responsible for the work will report where possible to the client. Complaints received via email will be addressed and will act as a complaint form and procedure. All clients must return the complaints form within 24-hours. Forms must be fully completed. Forms that are incomplete will not be entered into and will be returned. Complaints received more than 24-hours after cleaning has taken place will not be entered into unless at the technicians discretion. Use of a complaint to avoid payment is unacceptable.

**Client Audit forms** – From 01<sup>st</sup> August 2006 Martins Cleaning Services Limited have introduced a Commercial Client Audit form which will assist with the smooth running of all work. All clients may be requested to complete these forms as issued by Martins Cleaning Services Limited. We may also request testimonials for work carried out.

**The Client will inform The Company** (Martins Cleaning Services Ltd) in the event of any building work, expansion or decorating taking place so that health and safety can be met as appropriate. Where our technician is working around other contractors it may not be possible for our work to be undertaken also in respect to the end result. Where clients insist upon work taking place around other outside contractors we will not enter into any issues of service complaint.

**Keys** – Martins Cleaning Services Limited request no little than one set of keys is issued to the Company where access is restricted. The Company (Martins Cleaning Services Ltd) take no responsibility for loss, damage or forced entry by any third party while keys are in our person. Keys are therefore left at your own risk. An administration charge will be added to invoices where keys are returned to you when a contract ends a minimum charge of £15.00 will apply.

### **Financial reviews (from the date of this agreement) –**

Martins Cleaning Services Limited has the right to review its pricing structure at any time. This will be discussed with the client, (you) prior to another agreement being signed by both parties.

**Cancellation period: (all services)** – We cannot accept verbal termination of this agreement. Termination must be received in writing.

**Payments: Bacs, cash or cheques are acceptable forms of payment – Payment will be received upon all work being completed.**

Residential clients only: Where invoices are raised all such invoices will be payable by return of post or within 48-hours from the date of issue. VAT will be added to all invoices raised at prevailing rate where applicable. Where payment has not been made this may mean that you are not provided with service.

Commercial clients only: Where invoices are raised all such invoices will be payable within 28-days. VAT (prevailing rate) will be added to all invoices raised as applicable.

**Late Payments (all services):** Martins Cleaning Services Ltd. has the right to charge interest (as set below) this applies to all invoices that have not been settled within the agreed time frame. Martins Cleaning Services Ltd have the right to cease services until invoices are settled in full; the full contract term will still be valid for full settlement in the event of our services being ceased. Where service has been provided in full and settlement not made MCS Ltd will pursue payment through the Courts.

### **Outstanding Invoices and interest charged (all services):**

Martins Cleaning Services Ltd. has the right to add interest at 4% above the current Bank of England rate for each day that it is outstanding. Interest will be calculated on a daily basis. Should invoices remain unpaid before or after interest has been added, Martins Cleaning Services Ltd. has the right to stop any service at their discretion upon payment remaining outstanding. Should our services cease payments that are outstanding will not end the contract, the contract will remain in force and the full term will continue to remain payable. Other administration charges may be added at a minimum of £25.00 per letter and statement being sent. Other charges will be in respect to chasing payments and credit control systems being used. Your breach of contract will result in the full amount outstanding of this agreement being paid and any collection fees payable including Court fees and any action required in order to receive all payments and losses. VAT will be added (at prevailing rate) to all invoices raised including administration invoices where applicable. Charges will be made for all invoices that are overdue and in the event that cheques or payments are stopped by the client.

Charges will be made where the work has been provided by the Company Martins Cleaning Services Ltd and where cheques or payments are stopped by the client. The account will immediately be sent to our collection company for settlement and all charges will be borne to the client including all court fees. Action will be made at the discretion of the Collection Company used and in the circumstances of the individual case. Court action may result in a judgement being made against you and may affect your future credit.

**Credit Facilities (all services)** – Martins Cleaning Services Limited has the right to refuse service credit. Service credit is agreed in writing only by the Company Martins Cleaning Services Ltd and the company will require a minimum of two supplier references in order to give credit. No further credit will be given. Should you require any additional credit, this must be authorised by Martins Cleaning Services Ltd. in writing only. Martins Cleaning Services Ltd. has the right to decide any additional credit terms.

**Outstanding invoices** – Administration charges will be added for unpaid invoice as stated above. Administration charges may be invoiced for payment reminders and other letters that are written and any associated telephone calls, a minimum of £25.00 per item. Should invoices remain unpaid they will be sent to our debt recovery department. Our services will be withdrawn at our discretion and the remaining term of the signed contract will remain payable in all instances.

**Debt collection agents** – will be used to collect debts that are outstanding. Charges will be made for all invoices that are overdue where collection agents are used and in the event that cheques or payments are stopped by the client where the work has been provided by the Company Martins Cleaning Services Ltd. All action will be made at the discretion of the Collection Company used and in the circumstances of the individual case.

**House cleaning and residential cleaning** - All contracts are for the purpose of general cleaning services only as outlined in our written quotation. Our definition of general cleaning services is; dusting/polishing/vacuuming/bin emptying and any toilet and kitchen cleaning to the Company's standards and best ability. A Client Commercial survey may be requested to be completed in full prior to any work taking place.

**All contracts – THESE TERMS AND CONDITIONS will be valid as soon as any work is undertaken.** These terms and conditions of service do ALSO apply where a contract has not been signed and services have commenced and are accepted. Our price is based on the terms of the cleaning contract as set out in writing. We will provide services in conjunction with such contract above and any indemnity signed by the client or the technician.

**The company (Martins Cleaning services Ltd) have the right to refuse to undertake any work.** The Company may need to discuss the work further prior to agreeing to undertake service for which we will endeavour to reply to the client within 48-hours. All work where an indemnity is agreed is undertaken at the client's risk.

Any amendments to the company quotations provided should be discussed and agreed in writing prior to the service commencing and any agreement being signed. Any such false declaration by any 3<sup>rd</sup> party will result in the immediate cancellation of this contract without any notice period being given. Please ensure you have read and understood all the terms above which form part of this legally binding contract. The company who have signed/not signed this contract will remain liable to its terms throughout. Failure to advice of any 3<sup>rd</sup> party interest or involvement within this contract will result in its immediate termination without our notice.

**Our terms and conditions of service will be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.**