



## Standard Terms & Conditions of Business

### 1. Definitions

1.1. In these Terms of Business, the following definitions shall apply:

**The Company, We, Us, or LEX HYGIENE LTD** Units 10 & 11, Whittingtons Court, Wheatley Hall Road, Doncaster, South Yorkshire, DN2 4PE. Company No 10485831

**Cleaner, Cleaning Operative** - Means the person or firm carrying out cleaning services on behalf of the Company.

**Client** - Means the person, partnership, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the cleaning services are supplied by the Company. “

**Client's Address** - Means the address where the Client has requested the cleaning service to be carried out.

**Cleaning Services** - Means the cleaning services carried out by or on behalf of the Company.

**Cleaning Visit** - Means the visit to the Client's service address by the Cleaner in order to carry out the Service.

1.2. Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The Headings contained in these Terms are for convenience only and do not affect their interpretation

### 2. Contract

2.1 These Terms and Conditions represent a contract between LEX HYGIENE and the Client.

2.2 Both parties shall ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and codes of conduct.

2.3 The Client agrees that any use of the Company's services, including placing an order for services by telephone, fax, email, website forms shall constitute the Clients acceptance of these Terms and Conditions.

2.4 Unless otherwise agreed in writing by a director of the Company, these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.5 No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the Company.

### 3. Quotations

3.1. Extraction equipment cleaning and the cleaning of commercial kitchens and equipment is charged on the basis of the time spent cleaning these areas. Company representatives will conduct a client consultation to determine the exact price of the work to be undertaken. Consultations are used to give an estimate of cleaning charges but these may be subject to review once the cleaning is underway. Details of this consultation are discussed with the client on

site and a copy of the consultation / quote is left with the client.

3.2. The company may provide approximate prices over the phone if the client declines the offer of a free consultation and quote. An accurate price is provided to the client on site prior to work commencing.

3.3. All quotations are given by the Company following a request by the Client and shall remain open to acceptance for a period of 30 days from their date.

3.4. The Company reserves the right to amend the initial quotation, should the Client's original requirements change or should the extent of the works change.

3.5. Differences in excess of 10% will be discussed with the Client prior to the start of the work. In such cases the Client will have to pay £50.00 cancellation fee if he / she does not accept the updated price.

## **4. Equipment**

4.1. The Company shall provide all cleaning supplies and cleaning equipment required to carry out the service.

4.2. The Client must provide running water and electricity at the premises where the service takes place.

## **5. Payment**

5.1 The Company reserves the right to request a 50% deposit from the client payable to the Company at the time of the booking.

5.2 Unless otherwise agreed in writing by the company the account is rendered for payment 7 days from production of the Companies invoice. The Client must make payment within 7 days of the Company submitting its invoice otherwise it will be charged a £50 administration fee and interest on the invoice amount at a rate of 3%.

5.3 Although greatly appreciated and a powerful way to say Thank you, the Client understands that tipping is not required.

5.4 If payment is not made in full within [30] days of the invoice date, the matter will be forwarded onto [High Court Warrants Yorkshire Limited OR an enforcement agency] for the debt to be recovered. If this course of action is necessary, additional costs will be incurred in the form of professional fees and Court disbursements, for which you will be responsible.

5.5 Where such alternative arrangements have been made the Client must make payment within 7 days of the invoice date.

5.6 Should the invoice not be settled after 7 days, interest will be charged at 3% per month on all outstanding balances, and legal proceedings will be started if payment is still not forthcoming

5.7 The rates of payment by the Company shall be as agreed between the Company and the Client, or his representative. The Client shall make no reduction or retention from the sum due under any invoice.

## **6. Cancellation**

6.1. The Client can cancel the scheduled service by giving no less than 4 day's prior notice in writing.

6.2. There is a cancellation fee of £300.00 after the 4-day period or 40% of the service total for cancelling, for rescheduling a cleaning visit with less than 4 days' notice but more than 2 days' a fee of £100.00 will apply.

6.3. The Company reserves the right to retain the 50% deposit as a cancellation fee/part of a cancellation fee.

6.4. The Client must pay the full price of the booked service if:

6.4.1 Our cleaners arrive at the Client's address and are unable to gain access to the Client's premises, through no fault of the Company. If keys are provided they must open all locks without any special efforts or skills;

6.4.2 The Client cancels the booked service with less than 24 hours' prior notice.

6.5. If the Client needs to change a cleaning day or time, the Company will do its best to accommodate him. Any changes to booked services are subject to a 4-day prior notice and availability.

## **7. Refunds**

7.1 Refund will be issued only if:

7.1.1 The Client has cancelled a cleaning visit within the allowed time (4-days') prior to the start of the cleaning visit;

7.1.2 A cleaning operative has not been able to carry out the cleaning due to reasons beyond the Clients control/responsibility.

## **8. Complaints**

8.1. All services shall be deemed to have been carried out to the Client's satisfaction unless notice is received by the Company with details of the complaint within 24 hours of the work being completed. All complaints must be received verbally or in writing by post, fax or email no later than 48 hours after the completion of the service. The Company will fully investigate any complaint and attempt to resolve it to the satisfaction of the Client, or alternatively to a reasonable standard.

8.2. The Client agrees to allow the Company back to re-clean any disputed areas/items before making any attempts to clean those areas/items himself or arranging a third party to carry out cleaning.

## **9. Claims**

9.1. The Client agrees that due to the nature of the service the Company agrees only to correct any problems reported within 12 hours of the completion of the service. If a problem occurs on a Saturday it must be reported by Monday 12:00 noon in order to be accepted as a valid claim. Failure to do so will entitle the Client to nothing.

9.2. The Company may require entry to the location of the claim within 24 hours to correct the problem.

9.3. The Client agrees to inspect the work immediately after its completion and to draw the operatives' attention to any outstanding

9.4. If the Client instructs a third party to inspect the result from the cleaning, then the Company must be notified before completion of the service.

9.5. In case of a third party inspecting or refusing to inspect the result from the cleaning then the Company cannot be held responsible for rectifying any outstanding cleaning issues not mentioned by the third party.

9.6. Any refunds or adjustments must be requested to the Company directly and subject to approval by the Company.

9.7. The Client waives his right to stop payment on his cheque or protest payment unless the Company fails to make good.

9.8. While the Company operatives make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed. For this specific reason, the Company requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or not cleaned by the cleaning operatives.

9.9. The Company shall not be responsible for damage due to faulty and/or improper installation of any item. All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to clean without causing harm.

9.10. No claims shall be entertained if the Client has an outstanding balance aged more than 30 days.

9.11. Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law together by the Company and the Insurance Provider(s). Monetary compensation as well as legal fees may incur.

## **10. Liability**

10.1. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with:

10.1.1 Its failure to carry out its services as a result of factors that are beyond its control. Factors beyond its control include acts of god, floods, severe weather conditions, and inability to gain access to premises, lack of appropriate resources, such as water, electricity, and lighting;

10.1.2 Late arrival of Company operatives 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 operatives may arrive with a delay or the cleaning visit may be re-scheduled.

10.1.3 An existing damage to Client's property which cannot be cleaned/removed completely by the cleaning operative using the industry standard cleaning methods;

10.1.4 Non satisfactory result from the service due to the Client or third party walking on the surfaces during or shortly after the cleaning process;

10.2. The Company shall not be responsible for a poor result in cleaning where this is a result of considerable wear and tear prior to the service being carried out.

10.3. The Company shall not be liable for any odours arising during and/or after cleaning when this is due to factors such as, lack of ventilation, and/or appropriate heating.

10.4. The Company shall not be responsible for any damage caused as a result of the Client placing equipment on a surface which has not completely dried.

10.5. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client if the Client has an outstanding balance aged 30 days or more from the date the payment was due.

10.6. We record all incoming and outgoing phone conversations for quality control, record keeping and back-referral for any inquiries or investigations

10.7 The Company shall not be responsible for the cleaning of the Ansel / Fire-Suppression system; the Client is recommended that the Ansel / Fire-Suppression system is disconnected by an approved relevant maintenance company prior to Lex Hygiene commencing the clean. Once Lex Hygiene has undertaken and completed the clean only then should an approved relevant maintenance company be asked to reinstate the Ansel / Fire-Suppression system by the Client.

10.8 The Company will not be responsible nor will undertake the cleaning of the Ansel / Fire-Suppression system. Should the Ansel / Fire-Suppression system require cleaning then the Client should contact an approved relevant company to undertake the clean on the Client's behalf.

## **11. Supplementary Terms**

11.1. If any estimates of how long it will take the cleaning operatives to do the job required are being provided that is only an estimate based on the average time it takes to clean a premises of similar size to the Client's, it being difficult to estimate precisely how long such tasks may take and that a degree of flexibility may be required.

11.2. The Client understands that the price he has been quoted is not for a "package deal" and does not include anything apart from cleaning the areas quoted for.

11.3. The quotation excludes the clearing of debris created by tradesman or building work unless otherwise stated.

11.4. Our cleaners are happy to move equipment. Equipment which has to be moved will be discussed with the client

11.5. during the consultation to determine what is moved and how.

11.6. All fragile and highly breakable items must be secured or removed.

11.7. The Client shall ensure that all valuables are stored away when work is carried out and that the property is supervised by the Client or his representative at all times during the course of the work. The Company shall not be responsible for the Client's failure to comply with this obligation.

11.8. The provisions of this contract are not intended to confer any benefit upon Third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999, are hereby expressly excluded from this agreement.

11.9. The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The Company may add to or alter these Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts. Please refer to your copy of these T & C.

## **12. Our Guarantee**

12.1 The Company has built its business and reputation by providing its clients with the best possible cleaning service available. Still, the Company realises, that because its operatives are human beings, they sometimes make mistakes. For this reason, the Company offers you a guarantee. If the Client is not satisfied with the cleaning standard of certain areas after the cleaning, the Company's operatives will come back to the Client's property and re-clean those areas free of charge.

12.2 Our guarantee is subject to a complaints notice no later than 24 hours after the completion of the service.

## **13. Insurance**

13.1. The Company shall insure all work it undertakes. The Company's public liability insurance covers damages caused by a cleaning operative working on behalf of the Company and includes Treatment Risk and Fidelity Risk covers as standard. All claims are subject to an excess of £350

## **14. Law**

14.1 These Terms are governed by the laws of England and Wales, and are subject to the exclusive jurisdiction of the Courts of England and Wales.

## **15. Safety**

15.1 Attention is drawn to the health and safety at work act 1974. The customer shall notify LEX HYGIENE in writing of any safety hazards prior to the Lex Hygiene staff performing and carrying out the service. Hazards shall include (without prejudice to the generality of the meaning therefore) any substances under the control of substances hazardous to health regulation 1988 (COSHH)

## **16. Acceptance of Quotation**

16.1 By accepting the quote, you are agreeing to the standards set out in these terms and conditions.