

## **TERMS AND CONDITIONS 1. Definitions**

In these Terms and Conditions the following definitions apply:

"The Company", "We", "Us" , "Our" means ProClean People Limited.

“ProClean” is an abbreviated form/trading name for ProClean People Limited.

“Operative” means the person or persons carrying out cleaning, repair or replacement services for the Client.

“Client” , "You", means the person(s), firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom services are supplied.

“Service” means the guttering, fascia, soffit, roofing or any other clearing, cleaning, repair or replacement services carried out for the Client.

“Service Visit” means the visit to the Client’s service address by the operative in order to carry out the Service.

"Website" refers to the site owned and operated by Proclean People Limited of Gemini House, 136-140 Old Shoreham Road, Hove, East Sussex, England, BN3 7BD.

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

## **2. Contract**

2.1 These Terms and Conditions represent a contract between The Company and the Client. 2.2 Any services ordered through the ProClean website are performed by our operatives.

2.3 If the Client encounters a problem or the Service falls short of the Client’s expectations, we will, at our discretion, do our best to resolve the issue.

2.4 The Client agrees that any use of the services advertised through the ProClean website (including placing an order for services by telephone, email or website) shall constitute the Client’s acceptance of these Terms & Conditions and that the Client permits The Company to contact the Client in regards to the booked/offered services.

2.5 When booking any service, the Client is obliged to provide details of name, address, telephone, email and payment details. When the service is booked, the Client is deemed to accept these Terms and Conditions and The Company contacting the Client unless they state otherwise in writing.

2.6 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.

2.7 No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of The Company. The Company reserves the right to make changes to any part of these Terms and Conditions without notice.

### **3. Services**

3.1 The Company aims to provide reliable, trustworthy and efficient Operatives who perform the work specified by the Client in a professional manner.

3.2 The Client must allow the Operative access to the service address, water and power, if needed.

3.3 The services will be provided within an agreed timescale, and time is not of the essence of the contract.

3.4 Where an order is processed but works can not be carried out due to no fault of The Company (including, but not limited to, the discovery of hazardous materials or environmental conditions, access limitations or neighbour disputes) the full job value will still be due, although a discount may be applied to reflect any works not completed, this is at the discretion of the Company.

#### **3.5 Gutter Cleaning and/or Gutter, Fascia and Soffit Cleaning**

3.5.1 Gutter clearing, Gutter cleaning and Gutter, fascia and soffit cleaning service package prices are fixed regardless of the time needed to carry out the service. A photographic report will be provided by the Company to the Client. Any dissatisfaction on the part of The Client should be reported to The Company within 7 days of the service being carried out. The Company will not deal with any gutter clearing complaints after this period. This is not applicable to replacement works, which carry a 6 month guarantee

3.5.2 The Company will review any concerns raised by The Client within the 7 day period and notify The Client of its findings within 14 days. On the basis that all invoices relating to the order have been paid in full, the Company will, at its discretion schedule a return visit for an Operative to investigate the cause of any issues raised by The Client and make recommendations for remedial action.

#### **3.6 Fascia, Soffit, guttering and cladding replacements**

The Company will supply the parts and material required to carry out the work, unless the Client and the Operative agree otherwise. The Client is to discuss and agree the type, pattern, quality and colour of the material he wishes to have installed on the Client's property. The workmanship and the used material by the Operative are to be checked by the Client before the Operative leaves the site on completion of works. The removal of all old materials is not included in works unless agreed prior to commencement of works.

3.6.1 The Client is required to check the quality of any repair or replacement work carried out by the Company immediately after completion. In the event that the Client is not satisfied with the standard of work, they should contact The Company within 14 days of the completion of the service. Unless a good reason is given for late notification, The Company will not consider any complaints made after the period of 14 days has elapsed. The Company agrees to help to resolve any issues as far as possible. In the event of a complaint being upheld, the Client will allow The Company to send the same Operative back to the Client's property to complete the work to the Client's satisfaction. The Company will not refund any payment to the Client in lieu of the Operative being permitted to return to the Client's property to complete the work.

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### **4. Payment Terms**

4.1 The Company must receive payment influx from the Client on receipt of invoice. Acceptance of our quote represents an offer on the part of the Client to purchase the service which will be accepted by the Company in writing with a booking confirmation. At this point begins a legally binding contract created between the two parties.

4.2 The Company will provide a means of receiving payment upon receipt of an order from the Client by credit or debit card or by BACS transfer to the account details stated in the invoice issued to the Client. The Company accepts no liability if the delivery of services are delayed because the Client did not provide the Company with correct payment details. If it is not possible to obtain a deposit payment for the services from the Client, then the Company can refuse to process the order and/or suspend any further services. This does not affect any other rights the Company may have.

4.3 If the Client does not settle the invoice in due date and The Company reserves the right to pass the debt to their legal team then an immediate administrative costs of £20 + VAT or 10% of the total invoice amount, whichever is the greater, would be applicable. If after initiating the legal procedure, the debt is not settled immediately then all on-going legal fees of The Company would be claimed from the debtor, should the court rule in favour of the Company.

4.4 The Company does not accept payment by cash or cheque. The Company does accept payment by BACS transfer or credit/debit card.

4.5 The Company provides the following bank details for BACS payment when presenting an invoice: Account Name: Proclean People Limited, Account Number: 91020915, Sort Code: 60-83-71

4.5 All debit or credit card payments made by the Client to the Company are subject to a handling fee of £2.50 per transaction applied at the discretion of the Company. An alternative payment method is available to the Client in the form of BACS transfer which will not incur this fee.

## **5. Insurance**

The Company carries a public liability insurance of £5,000,000, and Employers Liability of £10,000,000. Certification can be provided upon written request.

## **6. Cancellation**

6.1 The Client may cancel / reschedule a Service Visit by giving at least 48 hours notice by telephone and confirming in writing (email is acceptable). If the Client cancels outright or fails to provide notice then the full job value will be due to the Company. Notice can only be given on weekdays between 9am and 6pm. Any notice given on Saturday and Sundays and public bank holidays will not be accepted.

6.2 Where the Client is a consumer as defined in *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134* they have the legal right to cancel an order up to 14 calendar days after the day on which the contract is entered into (the Cancellation Period). The Client does not need to give any reason for cancelling the contract nor will they have to pay any penalty (unless the Company has begun the process of resourcing and/or delivering the Services within the Cancellation Period in accordance with clause 5.5) In accordance with *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134* the client cannot cancel a contract if the services ordered are passenger transport services, services (other than the supply of water, gas,

electricity or heating) for which the price is dependent on fluctuations in the financial market, urgent repairs or maintenance where they have specifically requested a visit, accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities (if the contract provides for a specific date or period of performance).

6.3 The Company reserves the right not to process an order if:

6.3.1 The Company has insufficient staff or resources to deliver the services ordered by the Client; 6.3.3 The Company does not provide or no longer provides services to the Client's area; or

6.3.4 One or more of the services ordered was listed at an incorrectly due to typographical error.

6.4 If the Company chooses not to process the Client's order for the above reasons, the Client will be notified by e-mail and any sum deducted by The Company from your credit/debit card will be refunded as soon as possible, but in any event within 14 days.

## **7. Complaints and Claims**

7.1 The Company agrees to help resolve any issues as far as possible. All complaints must be put in writing and sent to ProClean People Limited at our registered business address by recorded delivery.

7.2 The Client accepts and understands that poor service must be reported within the above allocated times.

7.4 A claim should be made against The Company public liability insurance in the event of accidental damages, or any damage caused by the Operative to the Client's property.

7.5 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without having to go to court. If the Client is not happy with how the Company has handled any complaint, then this party may submit the dispute for online resolution to the [European Commission Online Dispute Resolution](https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN) platform at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

## **8. Liability**

8.1 We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.

8.2 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.

8.3 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

## **9. Website**

9.1 All rights, including copyright, in the website owned by or licensed to the Company. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for personal, non-commercial use, is prohibited without the permission of Proclean People Limited. You may not modify, distribute or repost anything on this website for any purpose.

9.2 The Company has taken care in the preparation of the content of this website, in particular to ensure that any prices or promotions quoted are correct at the time of publishing and that all services have been described accurately.

9.3 The Company will try to ensure that the website is free from viruses or defects. However, the Company cannot guarantee that use of this website or any websites accessible through it will not cause damage to a remote computer. It is the responsibility of the Client or any visitor to the website to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

## **10. Notices**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our registered business using recorded delivery. All notices from the Company will be displayed on the Website from time to time.

## **11. Changes to legal notices**

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

## **12. Law, jurisdiction and language**

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

## **13. Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

## **14. Privacy**

You acknowledge and agree to be bound by the terms of our privacy policy.

## **15. Third party rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at [contact@procleanpeople.co.uk](mailto:contact@procleanpeople.co.uk) or 0330 094 8030.