



## **TERMS AND CONDITIONS OF SERVICE – HARD FLOOR / VINYL FLOOR RESTORATION**

### **Definitions**

“The Company”, “We”, “Us” – is in regards to I Mop Clean Ltd

“Technician” – means the person/team of people carrying out floor restoration, maintenance or services on behalf of the Company.

“Client” – means the person, company or corporate body together with any subsidiary or associated companies as defined by the Companies Act 1985 to whom the maintenance services are supplied by the Company.

“Service” – means the services carried out by the Company.

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

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

### **Contract**

These Terms and Conditions represent a contract between the Company and the Client.

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

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

Unless otherwise agreed in writing by a Director of the Company, these Terms & Conditions shall prevail over any other Terms of Business or Purchase Conditions put forward by the Client.



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

### **Quotation**

The Company reserves the right to amend the initial quotation, should the Client's original requirements change.

All quotes are confirmed in writing after a viewing of the floors, unless otherwise agreed with Client.

The Company reserves the right to amend quotation not booked within 90 days of provision.

All quotations provided by the Company include a reference to the complete contents of these Terms & Conditions.

### **VAT**

All our prices are subject to VAT at the current rate.

### **Equipment**

The Company shall provide all supplies, products, maintenance or restoration equipment required to carry out the service, except such (if any) agreed in the Quotation provided.

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



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### **Payments, Surcharges & Late Payments**

Unless otherwise agreed in writing by the Company immediate payment is due on the completion of the works. Payments are accepted in cash or bank transfer

The Company reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 3% per annum above the Bank of England base rate from the due date until the date of actual payment under the Late Payments Act.

The Company reserves the right to charge the relevant administrative fee, plus any solicitors' fees, in addition to the balance due, incurred for any account we must refer for collection or subject to a court dispute.

All bank charges incurred due to a Client's cheque being returned unpaid will be passed to the Client at a flat rate of £30.00 per cheque.

The rates of payment by the Company shall stay as agreed on the quotation provided between the Company and the Client, or their representative. The Client shall make no reduction or retention from the invoice unless agreed between the Company and the Client.

### **Cancellation**

The Client can cancel or reschedule the scheduled service by giving prior notice of at least 5 working days before the service is due to commence.

The deposit paid by the Client will be non-refundable if the Client cancels the scheduled service less than 5 working days before the works are due to commence.

If the Client needs to change a day or time of their booking, the Company will do its best to accommodate the request free of charge. If this request is not made more than 5 working days prior to the commencement date then a charge of £150 + VAT will be added to the amount owed.



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### **Complaints**

All flooring services shall be deemed to have been carried out to the Client's satisfaction unless written notice is received by the Company with details of the complaint. Please inspect the work on completion with the technician.

All complaints must be received in writing by email or post within 5 working days of the completion of works.

The Company will promptly fully investigate any complaint and attempt to resolve the matter to the satisfaction of the Client.

The Client agrees to allow the Company to return and redo any disputed issue(s).

### **Liability**

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:

For 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 and not being informed of any unforeseen circumstances to which the Client has access to the information

For late arrival of Company technicians at the service address. The Company endeavours to be on time on any visit but sometimes due to transport related and other problems which are beyond the Company's control, the Company technicians may arrive with a delay or the visit may be re-scheduled.



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Any existing damage to Clients property in the form of old stains/burns/spillages etc. which cannot be cleaned/removed completely by the operative using the industry standard methods;

The Company shall not be liable for non-satisfactory result from the service due to the Client, third party or home pets walking on recently sealed floors.

The Company shall not be liable for accidentally punching or nailing a water or gas pipe, which have not been installed according to the national / corgi regulations for piping.

The Company shall not be responsible for a poor result in cleaning or restoration where this is a result of considerable wear and tear, staining, liming, etching and/or excessive damage of the floor.

The Company shall not be responsible for any variation in sealer colour caused by the natural variation and qualities of the flooring.

The Company shall not be responsible for any paint that is unable to be removed from previously painted, stained or damaged floors.

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

The Company shall not be responsible for any damage caused as a result of placing furniture by the Client on the floor.

The Company shall not be responsible for any damage or shrinkage of the floors caused by insufficient heating of the home.

The Company shall not be responsible for older floors and pre- treated floors that may contain old contaminated stains (water/bleach/lime/pet urine/ironized/filler/nails/deep gouges as an example) within the floor. In some cases these stain/marks/paint may remain even after the floor has been completed.



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The Company shall not be responsible for any remedial work necessary for damage caused by vibrations from the floor machines such as cracks in the ceiling or walls.

The Company shall not be responsible for any decoration to skirting boards and doorframes that may be required due to the floor restoration.

The Company shall not be responsible for any loss or damage to gap filler caused by the natural movement of the floors, changes in humidity or by exposure to excessive amounts of liquid.

The Company shall not be responsible for any damage caused by the necessary removal or replacing of furniture before or during the cleaning process.

The company shall not be responsible for any sealers or finishes not adhering to the surface due to any circumstances which are out of our control, for example old damp issues, high temperatures, chemical spills etc

The Company shall not be responsible for the loosening or dislodging any flooring caused by the failure of previously applied adhesives and mortar joints.

The Company shall not be responsible for any dislodged grout caused by our cleaning process.

### **Supplementary Terms**

The Client is responsible for removing existing floor coverings (i.e., carpets, underlay and gripper rods) in areas to be sanded.

All free-standing furniture must be removed in areas to be restored.

If requested, Company technicians will seal doors with low tack tape to minimise dust and cover fireplaces with protective plastic film.



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For each room that cannot be cleared of furniture, the Client will be subject to an additional £160.00 + VAT to allow for the extra time and work required to complete the floor restoration process.

Additional work including but not limited to nailing down loose floorboards, staples and tack removal, etc., will be charged at a rate of £35.00 + VAT per hour per man unless agreed in writing prior to the commencing the work

Any changes after the chosen finish has been applied to the floor are subject to a re-clean and seal charge.

If any estimates of how long it will take the technicians to do the job required are being provided, that is only an estimate based on the average time it takes for such service from our previous experience and of similar size to the Client's. It is difficult to estimate precisely how long it may take due to specific obstacles and that a degree of flexibility may be required.

The Client understands that the Company will do its utmost to begin works on the scheduled start date, but that the Company reserves the right to reschedule the start date or time due to the nature of the work and to accommodate delays caused by prior projects.

The Client understands that the price he has been quoted is not for a "package deal" and does not include anything apart from services included in the quote.

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

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 Clients failure to comply with this obligation.

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.



## **TERMS AND CONDITIONS OF SERVICE – HARD FLOOR / VINYL FLOOR RESTORATION**

The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. We 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 Terms and Conditions.

### **Our Insurance - Your Peace Of Mind**

Any work undertaken by I Mop Clean is covered by our Public & Products Liability Insurance

### **Law**

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.

### **Protect Your Investment**

Avoid liquid and cleaning products for 2 weeks from the completion of work as the sealers and finishes may not be fully cured. Do not drench the floor in water to clean, always use a recommended cleaning product. I Mop Clean recommend that you do not wet mop the floor and that furniture is placed back and not dragged across the floor as this may damage the floors coating. We recommend felt or similar floor protectors are purchased to help prevent scratches.

Dirt, grit and sand are your floor's worst enemies, they act like sandpaper causing scratches, dents & dulling. Place floor mats at entrances to trap dirt & prevent damage.

Standing water can damage floors, sealers and finishes. Simply wipe up all spills as they happen.





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Avoid oil soaps. They can build up and create problems when it's time to put a maintenance coat on the floor. Instead, neutral pH cleaners made specifically for stone/vinyl floors are recommended.

Attention: Vacuum with a brush attachment and do not use vacuums with beater bars (metal base that scrapes the floor)

Sun: Direct sun can discolour your floor. Close curtains and blinds or add sheer drapes to protect from the sun's intense UV rays.

### **Regular Care**

Brooms with fine, exploded ends trap dust and grit effectively.

Vacuum cleaners with attachments for hard floors are the surest way to get rid of all the dirt and dust.

How to mop your floor – fill a plant spraying container with a suitable floor cleaning solution, spray the cleaning solution directly onto the floor and mop immediately. Never a wet mop as this can cause the gap filler to breakdown & fall out.