

Blue Kangaroo Terms & Conditions 2015

1. Definitions

1.1. In these Terms of Business the following definitions apply: “Blue Kangaroo Cleaning”, “We”, “Us” – means Blue Kangaroo Cleaning, 3 Devon Road, Swindon, Wiltshire, SN2 1PQ. “Cleaner”, “Cleaning Operative” – means the person or firm carrying out cleaning services on behalf of Blue Kangaroo Cleaning.

“Client” – means the person, 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 Blue Kangaroo Cleaning.

“Client’s Address” – means the address where the Client has requested the cleaning service to be carried out.

“Service”, “End of Tenancy Cleaning”, “EOT”, “Move In / Out Cleaning”, “Blitz Clean”, “Deep Cleaning” – means the cleaning services carried out on behalf of Blue Kangaroo Cleaning.

“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 and Conditions are for convenience only and do not affect their interpretation.

2. Contract

2.1 These Terms and Conditions represent a contract between Blue Kangaroo Cleaning 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 Blue Kangaroo Cleaning’s services, including placing an order for services by telephone, email, website forms shall constitute the Client’s acceptance of these Terms and Conditions.

2.4 Unless otherwise agreed in writing by a director of Blue Kangaroo Cleaning, 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 Blue Kangaroo Cleaning.

3. Quotations

3.1 End of Tenancy Cleaning is charged per job taking into account the current condition, number of rooms, bathrooms, WCs, shower rooms and en-suites. Please note that we do not charge per hour or per cleaner and the number of operatives attending your property may vary. The number of operatives in a team cannot affect the initially quoted price.

3.2 The quoted price does not include extras like: stripping and polishing floors; carpet and upholstery steam cleaning; cleaning of blinds; external window cleaning; cleaning walls/ceilings; washing up dishes/cutlery etc; removing more than five items out of cupboards and then putting them back in; dusting books; cleaning balconies/terraces; cleaning patios/gardens; cleaning external walls; external UPVC; external fan ducts; emptying of external bins/rubbish; cleaning of ovens / hobs / Agas and other Ranges. These extra services can be provided but need to be requested by the Client and will be priced separately.

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

3.4 Blue Kangaroo Cleaning reserves the right to amend the initial estimation/quotation, should the Client's original requirements change.

4. Equipment

4.1 Blue Kangaroo Cleaning will provide all cleaning supplies and equipment necessary to carry out the cleaning service.

4.2 The Client must provide hot running water, electricity and sufficient light at the premises where the cleaning service takes place. If none or any of these are not available at the time of service, the service may not be able to commence but the Client will still be charged in full.

5. Parking

5.1 If there is no free or paid parking at your address you will need to provide Blue Kangaroo Cleaning with a Temporary/Visitor's Parking Permit for our vehicle(s).

6. Payment

6.1 Unless otherwise agreed in writing by Blue Kangaroo Cleaning, the account is rendered for immediate payment on the completion of the work.

6.2 Blue Kangaroo Cleaning reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 8% per annum above the Bank of England base rate from the due date until the date of actual payment under the Late Payments Act.

6.3 Blue Kangaroo Cleaning reserves the right to charge a £50.00 administrative fee, in addition to the balance due, for any account we must refer to a debt collecting companies for collection. Please note that debt collecting companies may add their charges to the

outstanding amount.

6.4 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.

6.5 The rates of payment by Blue Kangaroo Cleaning shall be as agreed between Blue Kangaroo Cleaning and the Client, or his/her representative. The Client shall make no reduction or retention from the sum due under any invoice.

7. VAT

7.1. Blue Kangaroo Cleaning does not charge VAT.

8. Cancellation

8.1 The Client can cancel the scheduled service by giving no less than 72 hours prior notice in writing either by email.

8.2 There is a cancellation fee of £50.00 of the service total for cancelling or rescheduling a cleaning visit with less than 72 hours notice.

8.3 Blue Kangaroo Cleaning reserves the right to retain the £50.00 deposit as a cancellation fee/part of a cancellation fee.

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

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

8.4.2 The Client cancels the booked service with less than 72 hours prior notice.

8.5 If the Client needs to change a cleaning day or time, Blue Kangaroo Cleaning will do its best to accommodate the Client. Any changes to booked services are subject to a 48 hour prior notice and availability.

9. Refunds

9.1 No refund claims will be entertained once the cleaning service has been carried out.

9.2 A refund will only be issued only if a cleaning operative has not been able to carry out the cleaning due to reasons beyond the Client's responsibility.

10. Complaints

10.1 All complaints must be received initially by telephone or email no later than 24 hours after the completion of the service. Blue Kangaroo Cleaning will investigate any complaint

and attempt to resolve it to the satisfaction of the Client or alternatively to a reasonable standard.

10.2 The Client agrees to allow Blue Kangaroo Cleaning 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 or repair services with regards to the above. Failure to do so will void our Company Guarantee and we will consider the matter fully settled. If payment has not been received in full or has been stopped by the Client we will immediately refer the account for collection.

11. Claims

11.1 The Client agrees that due to the nature of the service Blue Kangaroo Cleaning guarantees only to correct any problems reported within 24 hours of the completion of the service. Failure to do so will not entitle the Client to anything.

11.2 Blue Kangaroo Cleaning may require entry to the location of the claim to correct any problems reported by the Client.

11.3 The Client agrees to inspect the work immediately after its completion and to draw the operatives' attention to any outstanding cleaning issues while they are still on site. The operatives will carry out any such additional work to the Client's complete satisfaction.

11.4 If the Client or any third party instructed by the Client is not present at the time of completion of the service then no claims regarding any cleaning issues can be made.

11.5 If the Client instructs a third party to inspect the result from the cleaning then Blue Kangaroo Cleaning must be notified before completion of the service.

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

11.7 Any refunds or adjustments must be requested to Blue Kangaroo Cleaning directly and subject to approval by Blue Kangaroo Cleaning.

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

11.9 In case of damage, Blue Kangaroo Cleaning will repair the item at its cost. If the item cannot be repaired, Blue Kangaroo Cleaning will rectify the problem by crediting the customer with the item's present actual cash value toward a like replacement from Blue Kangaroo Cleaning's source upon payment of cleaning services rendered.

11.10 Blue Kangaroo Cleaning 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.

11.11 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 Blue Kangaroo Cleaning and the Insurance Provider(s). Monetary compensation as well as legal fees may incur.

12. Liability

12.1 Blue Kangaroo Cleaning 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:

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

12.1.2 Late arrival of Blue Kangaroo Cleaning's operatives at the service address. Blue Kangaroo Cleaning endeavours to be punctual on any visit but sometimes due to transport related or other problems which are beyond Blue Kangaroo Cleaning's control, Blue Kangaroo Cleaning's operatives may arrive with a delay or the cleaning visit may be re-scheduled.

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

12.1.4 Non satisfactory result from the service due to the Client or third party walking on wet floors or using appliances during or shortly after the cleaning process.

12.2 Blue Kangaroo Cleaning shall not be liable for any damages worth £50.00 or less.

12.3 Blue Kangaroo Cleaning 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.

12.4 Blue Kangaroo Cleaning 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 21 days or more from the date the payment was due.

13. Supplementary Terms

13.1 If the Client requests keys to be collected by Blue Kangaroo Cleaning's operatives from an address outside the postal code of the Client's address then a £10.00 charge will apply.

The charge will cover only the pickup of keys, If said keys need to be returned back to the pickup address or any other address or a charge of £10.00 will apply.

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

13.3 Our cleaners are happy to move furniture. Due to Health and Safety regulations one cleaner will attempt to move only furniture that requires no more than one person.

13.4 Blue Kangaroo Cleaning will arrange an immediate replacement of a cleaning operative should the original operative not able to attend the scheduled visit. We reserve the right not to inform the Client of this change

13.5 The Client shall ensure that all fragile / valuables are to be secured, removed or 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. Blue Kangaroo Cleaning shall not be responsible for the Client's failure to comply with this obligation.

13.6 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.

13.7 Blue Kangaroo Cleaning reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. Blue Kangaroo Cleaning 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.

14. Our Guarantee

14.1 At Blue Kangaroo Cleaning we are passionate about not only cleaning but also for impeccable customer service, therefore Blue Kangaroo Cleaning offers you a guarantee: if the Client is not satisfied with Blue Kangaroo Cleaning service for any reason, Blue Kangaroo Cleaning will look to rectify the problem. We will return to the Client's property and re-clean to his/her complete satisfaction if need be.

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

15. Insurance

15.1 Blue Kangaroo Cleaning shall insure all work it undertakes. Blue Kangaroo Cleaning's public liability insurance covers damages caused by a cleaning operative working on behalf of Blue Kangaroo Cleaning. All claims are subject to an excess of £50.00.

16. Law

16.1 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.