

OUR TERMS & CONDITIONS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the Terms and Conditions on which we base the supply of our services to you. It is your duty to read them in their entirety before the commencement of the services, which confirm our liability.
- 1.2 **Why you should read them.** Please read these terms carefully. These terms tell you who we are, how we will provide services to you, how you/we may change or end the contract, what to do if there is a problem and other important information. If you are unhappy with our terms and conditions, please contact us immediately to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Burrows and Walker Ltd T/A ServiceMaster a company registered in England and Wales. Our company registration number is 11675977 - Our trading address is ServiceMaster, Unit 6 Hamilton Way, New Milton, Hampshire, BH25 6TQ. Our registered VAT number is 315666691.
- 2.2 **How to contact us.** You can contact us by telephoning our office on 01425 618668 or by writing to us at either office@servicemasterbournemouth.co.uk or at our trading address above.
- 2.3 **How we may contact you.** If we have to contact you, we will do so by telephone, text message or by writing to you at the email address or postal address you provided to us within your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place verbally on the phone and then via a confirmation email from us, unless specifically requested otherwise. It is at this point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. Any funds that have been processed will be refunded to you in accordance with this policy.
- 3.3 **We only sell to the UK.** Our website is solely for the promotion of our services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.
- 3.4 **Exercising your right to change your mind.** Although we deliver our services in accordance with the Consumer Contracts Regulations 2013 and the Consumer

Rights Act 2015, by placing your order with us, you are effectively opting out of the 14-day cooling off period. You still have a right to cancel your order up to 24 hours

before the service is booked, but after this time a cancellation charge of £50 will be applied in accordance with these terms.

4. **YOUR RIGHT TO MAKE CHANGES**

If you wish to make a change to the services you have ordered, please contact us at the earliest opportunity at which time we will let you know if the changes are possible. At this point we will let you know about any changes to the price of the service, the timing of supply or anything else that would be necessary because of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7, *Your rights to end the contract*).

We want to be as flexible as possible however, if you make more than 2 changes to your order, we reserve the right to charge you a £50 administration fee.

5. **PROVIDING THE SERVICE**

5.1 **When we will provide the services.** During the order process we will confirm the date agreed with you for us to provide the services. The estimated completion date/time for the services is as told to you during the order process although we cannot guarantee our exact arrival time (as we stay in each customer's home until the work is completed) and in some instances there are factors outside of our control e.g., traffic etc.

5.2 **What cleaning products will we use.** ServiceMaster cleaning products have all been carefully selected and tested for us and their use is fully covered by our Product Liability Insurance. No other cleaning products will be used unless specifically agreed prior to the commencement of service as there may be health and safety considerations, in addition to the question of insurance cover.

5.3 **If you have furniture in the room.** All electrical items and as much other furniture as possible must be removed from the room prior to our technician's attendance. Due to health and safety considerations, our technicians will use their discretion, whilst on site, with regards to any furniture left in the room and as to whether they can safely move the item to accommodate cleaning. In the event that they do not consider they can do so safely; the item will be left in situ and the technician will clean around it. You will not be entitled to any reduction in price if the technician is unable to move furniture. To guarantee that the room is fully cleaned, please ensure it is completely empty prior to the technician's attendance.

Please note that for an Amtico or Karndean floor clean, the room must be entirely empty prior to the technician's attendance, and we advise that it remains empty for at least 24 hours following the clean.

5.4 **If you are having building works or require additional cleaning.** Please notify us of any work or events taking place in your home that may result in the need for extra cleaning.

We need to be notified in order to allow for extra time in our schedules and also for health and safety considerations. In these events, an additional charge may be payable, and we reserve the right to charge an extra fee if appropriate, even if we were not notified of the extra work required.

- 5.5 **If you have any pets.** Please ensure that any pets are safely secured away before the technician arrives.
- 5.6 **If someone is unwell.** Please advise us in advance of your clean if anyone in the home has an infectious illness. We reserve the right to protect our teams and other customers by cancelling the service if appropriate.
- 5.7 **We are not responsible for delays outside our control.** If our supply of the service is delayed by force majeure, meaning an event outside our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a full refund for any services you have paid for but not received.
- 5.8 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged and you do not have a good reason for this, we will charge a £50 cancellation fee plus all costs incurred (such as travel time) and reserve the right to charge further additional costs if required.
- 5.9 **If we consider that there are health and safety issues at the property.** We reserve the right to terminate the contract immediately and full payment will still be due if we consider the property to be a health and safety hazard or beyond all reasonable cleaning.
- 5.10 **If we consider that the item is beyond all reasonable cleaning.** If, upon inspection of the item, we determine it is beyond all reasonable cleaning, we may decline to undertake the work. In these circumstances, we will charge a £50 fee plus costs incurred (such as travel time) and reserve the right to charge further additional costs if required. If you request that we proceed with the work, this is done so entirely at your own risk and in the knowledge that the cleaning process may make limited difference to the overall appearance of the item. In these circumstances the full quoted price will still be payable.

6. IF THERE IS A PROBLEM

- 6.1 **If there is a problem with the service.** Once the services have been completed, our on-site technician will ask you to sign our Customer Satisfaction form to confirm you are happy with the services we have provided. However, do not sign the satisfaction form if you are unhappy with any part of the service and contact our office as soon as possible and no later than 48 hours once the service has taken place and we will endeavour to assist you with a resolution, which is subject to our discretion. If you have signed the satisfaction note or contacted us outside of this time you no longer have the legal right to have the service repeated or a discount applied. However, if you have an issue, please contact us and we will endeavour to assist at our discretion.

- 6.2 **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **services**, for example a carpet clean or house clean, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 7.3.

7. YOUR RIGHTS TO END THE CONTRACT

- 7.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get a service re-performed or to get some or all your money back), **see clause 6.**
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;**
- (c) **If you have just changed your mind about the service, see clause 7.3.** You may be able to get a refund, but this may depend upon the amount of notice you are providing to us.
- (d) **In all other cases, if we are not at fault and there is no legal right to change your mind, see clause 7.5.**

- 7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out in subclauses a and b below, the contract will end immediately, and we will refund you in full for any products or services which have not been provided. In the case of clause b, you may also be entitled to compensation. The reasons are:

- (a) we have told you about an error in the price or description of the services you have ordered, and you do not wish to proceed.
- (b) you have a legal right to end the contract because of something we have done wrong.

7.3 **Exercising your right to change your mind.** You are free to change your mind about the service and receive a full refund up to 48 hours before the service is due to commence. After this time, you can still change your mind about the service, but you will incur a £50 cancellation charge which will be deducted from any refund issued to you.

7.4 **When you don't have the right to change your mind.** You do not have the right to change your mind in respect of our services once these have been completed. If you cancel due to an emergency once the service has begun, we will rearrange a mutually convenient date and time to complete the service.

Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it has begun. Just contact us to let us know however, depending upon the amount of notice given, a £50 cancellation fee may apply.

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

8.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 01425 618668 or email us at office@servicemasterbournemouth.co.uk Please provide us with details of your name and address, the address where the services were to be carried out and when your order was made.
- (b) **By post.** Simply write to us at our office address including details as above in clause a.

8.2 **How we will refund you.** If you are entitled to a refund under these terms, we will refund you the price you paid for the services by the method you used for payment where possible. However, we may make deductions from the price, as described below.

8.3 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind, a £50 cancellation charge will be deducted from the amount charged to you if payment for the service has not yet been made.

8.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then your refund will be made within 14 days of your telling us you have changed your mind.

9. OUR RIGHTS TO END THE CONTRACT

- 9.1 **We may end the contract if you break it.** We may end the contract for a service at any time by writing to you if:
- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, number of rooms.
 - (b) you do not, within a reasonable time, allow us access to your premises to supply the services.

10. PRICE AND PAYMENT

- 10.1 **Where to find the price for the service.** The price of the service will be the price as given to you during your telephone or email confirmation. We take all reasonable care to ensure that the price of the service advised to you is correct however, the price at this point is based upon your assessment of the size/requirements/condition of the property. On attending the property to deliver the services, if we find that these vary substantially from those provided at the time of booking, the price will be subject to change, but we will confirm this with you prior to commencing the work.
- 10.2 **What happens if the price is incorrect?** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. If the price is wrong because of the information provided by you, we will need to adjust the price according to the correct information. However, we will always confirm the pricing with you prior to commencing the work. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refunding to you any sums you have paid.
- 10.3 **When you must pay and how you must pay.** By booking your cleaning services, we require payment to be made at the time of delivery of the services or once you receive our invoice with immediate effect. Payment can be made via BACS, Card payment or Cash. Due to the nature of the services, we provide, costs are incurred once a booking is made and therefore, any cancellation and subsequent refund will be dealt with in accordance with these terms. Please be advised you will incur a late payment fee of £25 for payments made 14 days after receipt of our invoice.
- 10.4 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us within 48 hours of receipt to let us know.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 11.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. The Customer Declaration, which you will be asked to sign at the start of the work, details all liability which will be specifically excluded.

- 11.2 With the exception of damage to your property, which is set out in 11.3. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 11.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services; and for defective products under the Consumer Protection Act 1987.
- 11.4 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage caused by us if we have been notified within 24 hours of the service being carried out. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 11.5 **We are not liable for business losses.** We mainly supply the products for domestic and private use however, if you use our services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 12.1 **How we will use your personal information.** We will use the personal information you provide to us:
- (a) to supply the services to you, including the transfer of your data to a franchisee within our network to provide the services.
 - (b) to process your payment for the services.
 - (c) if you agreed during the order process for us to send you information about similar services that we provide. You may stop receiving marketing information at any time by contacting us on 01425 618668 or by emailing us at office@servicemasterbournemouth.co.uk
- 12.2 We will only give your personal information to third parties where the law either requires or allows us to do so.
- 12.3 For more information on how we will use your personal data, please see our privacy policy.

13. OTHER IMPORTANT TERMS

- 13.1 **We may transfer this agreement to someone else.** In rare instances we may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 13.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

- 13.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 13.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms or if we delay in taking steps against you in respect of your breaking this contract, that does not mean you do not have to do those things and it will not prevent us taking steps against you later.
- 13.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law, and you can bring legal proceedings in respect of the services in the English Courts.
- 13.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. Details of the provider will be given to you once the internal complaints process has been exhausted.