

**Excellence Floorcare t/a Excellence Cleaning Limited**  
**Terms and Conditions of Business**

**Definitions and interpretation**

In these terms and conditions unless the context otherwise requires the following expressions have the following meanings:

*'you' 'your' 'yours' 'yourself'* - means the customer or contractor to whom we have agreed to provide the Services;

*'we' 'our' 'ourselves' 'us'* – means Excellence Floorcare t/a Excellence Cleaning Ltd (Company No.10419020) of Tower House Business Centre , Fulford Road , York , North Yorkshire YO10 4UA.

*'the Services'* - means the cleaning services and other related services detailed in our estimate or quotation to you;

*'this Agreement'* – means this agreement with you for the provision of the Services;

*'these Terms'* – means these terms and conditions to which this Agreement for the supply of the Services is strictly subject;

All other words and expressions are to be given their normal English meaning taken in the context of the Agreement and these Terms. Any dispute as to the meaning of a word is to be settled by reference to the Oxford English Dictionary.

Any reference to a clause shall mean a clause of these Terms unless otherwise stated.

In these Terms unless the context clearly indicates another intention:

- reference to one gender includes all other genders,
- reference to the singular includes the plural and vice versa,
- reference to writing includes fax, e-mail and similar means of communication,

The use of headings in these Terms is for convenience only and shall not affect the interpretation of these Terms.

**Estimates and quotations**

Any estimate or quotation that we give you for the provision of the Services is that current at the time and will remain open for acceptance for a period of 30 days from its date. Your acceptance can be verbal or in writing. If you wish to accept after the expiry of that period, it may be subject to an additional charge for any price changes that have occurred since the estimate or quotation was given.

If following acceptance you terminate this Agreement (for whatever reason) you will be liable to pay us for all work done up to the date of termination and for all goods and materials supplied to you as part of the Services.

We reserve the right to amend the estimate or quotation should it become apparent at the commencement of providing the Services that conditions at the property conditions vary substantially from the information provided by you.

**Our obligations**

We will:

- provide the Services with reasonable care and skill and to a reasonable standard in accordance with the agreed cleaning specification and the recognised standards and codes of practice applicable at the time of carrying out the Services;
- carry out the Services within a reasonable time of receiving your acceptance of our estimate/quotation; and
- ensure that you have free and unencumbered title to any goods and materials supplied to you as part of the Services.

**Your obligations**

You must:

- co-operate fully with us and provide us with all information reasonably required by us;
- provide us with 14 days notice of any change of your name, address or other contact details;
- provide us with full and safe access to your property for the purposes of providing the Services (to include deactivating alarm systems);
- ensure that the property is clear and free from other trades people whilst we provide the Services;
- make available to us all facilities and services (to include hot water and electricity) reasonably required by us to perform the Services;

- obtain all necessary permissions, licenses and consents that may be required to enable us to perform the Services, the cost of which shall be your sole responsibility;
- notify us within 12 hours of completion of the Services of any issues, damage or loss arising from the Services;
- be present at the commencement and completion of the Services to facilitate a before and after inspection with us.

### **Price and payment**

All prices given in our estimate/quotation are exclusive of VAT and VAT will be added to the price where applicable.

Payment for the Services must be made by BACS, credit/debit card or cash. Time for payment for the Services is of the essence and shall be as stipulated in our estimate/quote or otherwise within 14 days of the date of our invoice. We will usually invoice you upon the completion of the Services by us.

You agree that payment for the Services is non-refundable.

If payment is not received on the due date we shall be entitled to charge you interest (both before and after any judgment) on any overdue amount (on a daily basis) from the due date of payment to the date of actual payment (both dates inclusive) at the rate of 8.5 per cent per annum.

You agree to pay for the Services irrespective of any dispute or claim you may have with or against any third party.

Should we need to take court action to recover payment from you, you agree to pay our legal costs and disbursements of that court action on a full indemnity basis.

### **Risk**

All risk in any goods and materials supplied by us as part of the Services shall pass to you on delivery to your property.

### **Limitation of Liability – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

Nothing in these terms shall limit or exclude our liability for:

- death or personal injury cause by our negligence, or the negligence of our employees, agents and subcontractors; or
- fraud or fraudulent misrepresentation.

We shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence) breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with this Agreement; and

Our total liability to you in respect of all other losses arising under or connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed £1,000,000 (one million pounds).

The rights and obligations set out in or implied by Chapter 4 of the Consumer Rights Act 2015 are, to the fullest extent permitted by law, excluded from this Agreement.

In particular, we shall not be liable for:

- any loss or damage arising from the breakage or disintegration during cleaning of any cracked, defective or broken part of your property or the fixtures and fittings in your premises;
- any entirely accidental damage;
- anything that may breakdown or stop working at any time including but not restricted to vacuum, computer, fridge, freezer, microwave, dishwasher, cooker or washing machine; or
- any instability of an item or fixture which you are already aware of

that may occur in the provision of the Services.

In the event that we have any liability, you must give us the opportunity to repeat perform the Services and/or make good any damage at our own expense, rather than requiring us to make a payment to you.

If a Key to your property is lost whilst in our possession our liability for the cost of a replacement key shall be limited to £200.

This clause shall survive termination of this Agreement.

### **Our employees**

You shall not employ either directly or indirectly or engage or otherwise facilitate the employment or engagement of our employees, whether or not such person would be in breach of contract as a result of such employment or engagement.

This clause shall remain effective for a period of six months following the termination of this Agreement.

### **Complaints**

Given the short-lived nature of the Services if you have any complaint regarding the services you must communicate that complaint to us in writing (to our e-mail address: [mark@excellencefloorcare.co.uk](mailto:mark@excellencefloorcare.co.uk)) as soon as possible and in any event within 12 hours of the subject matter of the complaint coming to your attention.

Upon receipt of a complaint we will immediately take steps to investigate and resolve it.

If you fail to report a complaint to us within 12 hours, such that we are effectively deprived of the opportunity to properly investigate and resolve that complaint, then we will be entitled to simply reject that complaint for lack of adequate notice.

## **Dispute resolution**

If any dispute arises in connection with this Agreement, we will attempt to settle it by negotiation with you, but if that is not possible we will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure. Unless otherwise agreed between us within 14 days of notice of the dispute, the mediator will be nominated by CEDR.

## **Termination**

We may terminate this Agreement if you commit a material breach of your obligations under this Agreement and/or these Terms and (where such breach is remediable) you fail to remedy that breach after being requested by us to do so. This is not an action that we will take lightly, but we will be entitled to terminate this Agreement if you frustrate us from carrying out the Services or it becomes unsafe for us to continue to provide the Services.

Upon such termination you will be liable to pay us on a quantum meruit basis for the Services provided by us up to the date of termination.

## **Force majeure**

We shall not be liable for any delay in performing the Services under this Agreement if such delay is caused by circumstances beyond our reasonable control. In such circumstances we shall be entitled to a reasonable extension of time for the performance of the Services. Sometimes we will be unable to do what we have agreed due to something beyond our reasonable control. If this happens we do not accept any responsibility for what has occurred.

## **Variations**

We reserve the right to modify these terms and conditions. Any such modifications will only apply upon notification of those changes to you.

## **Waiver**

Neither our failure to exercise any power given to us under these terms and conditions or to insist upon strict compliance by you with any obligation under them, shall constitute any waiver of any of our rights under them. Waiver by us of any particular default by you must be in writing and shall not affect or impair our rights in respect of any subsequent default of any kind by you, nor shall any delay by or omission by us to exercise any rights arising from any of your defaults affect or impair our rights in respect of the said default or any default of any kind.

## **Entire agreement**

This Agreement supersedes all prior agreements arrangements and understandings between you and us and constitutes the entire agreement between us. No variation of any provision of this Agreement shall be binding upon you or us unless agreed in writing between us.

## **Assignment**

Save as expressly provided in this Agreement neither you nor we shall assign or otherwise transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other (such consent not to be unreasonably withheld or delayed);

We may enter into any sub-contract with any person for the provision of the Services and the performance of any part of our obligations under this Agreement. We shall not be relieved from any of our obligations to you under the Agreement by entering into any sub-contract for the provision of the Services or the performance of any part of this Agreement.

## **Notices**

All notices which are required to be given hereunder shall be in writing and shall be sent to you at the address at which the Services are provided or to us at the address given above or such other address in England as we may each designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class pre-paid letter or email and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile or email transmission on the day of dispatch.

## **Severability**

Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall (subject to deletion of the offending part) remain in full force and effect.

## **Governing Law**

This Agreement shall be governed by and shall be construed in accordance with the laws of England and Wales.