



Terms & Conditions of Business – Rosemond Services

DEFINITIONS

“Customer”

means the person, firm or company that has engaged Rosemond Services to carry out the Services

“Rosemond Inventory & Cleaning Services”

means Rosemond Services Property Services, or any of its employees, agents, contractors, authorised franchisees or a member of the Rosemond Services network of affiliated providers and reference to ‘us’ ‘we’ ‘our’ or ‘the Company’ is a reference to Rosemond Services

“Services”

means the carrying out of cleaning at a property and/or other such associated services to residential or commercial properties

“Landlord”

means any landlord or their representatives

“Cleaner”

means the person approved and assigned by No Letting Go to carry out the Services

1. Services Terms and Conditions (General)

Please read these terms and conditions of business carefully. By using our site and/or making a booking via email, phone or online, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please contact us before using our site and/or making a booking.

1.1 Pricing, Parking and Congestion Charging

1.11 Prices quoted by the Company are based on average completion times.

1.12 We reserve the right to amend the initial quotation if upon inspection of the property or during the cleaning the supervisor assesses that the job is going to take more time to complete, or should the Customer’s original requirements change. Any revised price will have to be accepted by the Customer before the additional cleaning time is carried out.

1.13 We require a parking space or valid permit for one vehicle, or metered parking is to be paid by the Customer in order for us to carry out any cleaning services.

1.14 The Customer is fully liable for paying any parking penalties incurred from any mistake or misinformation on their part.

1.15 If the property being cleaned is in the congestion charging zone the congestion charge will need to be paid for by the Customer

1.16 At the time of booking please notify us of any expensive items, including furniture, which may require specialist treatment or chemicals. This includes parquet and oak flooring, wooden work surfaces and any other custom-made items.

1.2 Insurance and Liability

1.21 The Company and approved sub-contractors (whether Labour only or Bona fide) hold public liability insurance to the value of £10,000,000.

1.22 Claims can be covered by the Company and/or its sub-contractors insurance, only if the damage/breakages are reported within 48 hours of the cleaning service visit.

1.23 We reserve any right to refuse disclosure of confidential company documents.

1.24 We shall not be liable for any third parties or their actions who enter or are present at the Customer's premises during the cleaning visit nor any costs incurred of said 3rd parties not being granted access. The cleaners cannot be relied on to grant access to the property to any third parties.

1.25 Items excluded from the cleaning company's liability include: cash, jewellery, art, antiques and items of sentimental value. Refund for items of sentimental/personal value will be made only at its current cash value.

1.26 We request all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and/or not cleaned by the cleaning operatives.

1.27 We are not responsible for any existing damage to Customer's 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.

1.28 We are not liable for any damages caused by faulty products/equipment provided by the Customer.

1.29 We are not liable for any damages caused by faulty or broken items which lead to other damages.

1.210 Arrival times and cleaning times are an estimate. The company will not be liable, under any circumstances, for missed/cancelled appointment costs or any other costs owing to delayed arrival or completion times.

1.3 Contracted cleaners and sub-contractors

1.31 The Company reserves the right to use contracted cleaners and/or sub-contractors for any of its cleaning services and without providing any prior notification. Our standard cleaning guarantee will apply.

1.4 Claims for damages

1.41 While our operatives make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed.

1.42 In case of damage, proven to be caused by the Company or one of its sub-contractors, the Company must be given first opportunity to make good the damage using their approved maintenance contractor. Under no circumstances will we be liable for any damage where this is not permitted by the Customer, landlord, or managing agent.

1.43 In case of damage, proven to be caused by us, The Company will repair the item at its cost. If the item cannot be repaired the Company will rectify the problem by crediting the Customer with the item's present actual cash value toward a like replacement. This liability applies only once the payment for the service has been received in full.

1.44 Where the damage results in the Company needing to make an insurance claim, the age of the broken or damaged item(s) will be taken into consideration when calculating its replacement value. The Customer will be put back into the position they were in before the loss occurred.

2. End of Tenancy Cleaning Terms and Conditions

View our end of tenancy cleaning checklist for a comprehensive list of what is included in the standard service.

2.1 General

2.1 The Customer must ensure that all personal belongings are completely moved out otherwise an additional fee may be charged. Where belongings are present our cleaning guarantee will not apply to that area.

2.12 Rubbish or waste removal above the equivalent of one black bin bag is not part of our end of tenancy cleaning service and will incur an additional charge of £5 plus VAT for each additional bag. For furniture and other larger items a separate waste disposal quote will be required.

2.13 The Customer is to ensure that hot running water and electricity is provided and that there are no blocked drains. Should no electricity or running water be provided we are permitted to leave the property and will not be liable, under any circumstances, for any costs associated with the cleaning not being carried out. An abortive fee of £45 plus VAT for the clean will be made.

2.14 Price quoted is based on up to one single fridge freezer, dishwasher and washing machine. Larger appliances, extractor hood, single hob and one double oven additional numbers of appliances will incur a further cost to clean.

2.15 A 2 step ladder is used during the clean. Items beyond the reach using these steps will not be covered within the clean.

2.16 Cleaning of scuffs, marks and mould on walls and ceilings does not form part of the tenancy clean

2.17 Curtains and blinds will be dusted to remove excess dust and cobwebs but they will not be steam cleaned as part of the tenancy clean

2.18 Pricing for a full end of tenancy clean is based on up to the following generic property types;

1 bed 1 bath apartment/house: Sitting Room; Kitchen; Bathroom; 1 Bedroom; Hallway/stairs

2 bed 1 bath apartment/house: Sitting Room; Kitchen; Bathroom; 2 Bedrooms; Hallway/stairs

2 bed 2 bath apartment/house: Sitting Room; Kitchen; Bathroom; 2 Bedrooms; En-suite bathroom; Hallway/stairs

3 bed 1 bath house: Sitting Room; Dining Room; Kitchen; Cloakroom; Bathroom; 3 Bedrooms; Hall stairs & landing

3 bed 2 bath house: Sitting Room; Dining Room; Kitchen; Cloakroom; Bathroom; 3 Bedrooms; En-suite bathroom, Hall stairs & landing

4 bed 1 bath house: Sitting Room; Dining Room; Kitchen; Utility Room; Cloakroom; Bathroom; 4 Bedrooms; Hall stairs & landing

4 bed 2 bath house: Sitting Room; Dining Room; Kitchen; Utility Room; Cloakroom; Study; Bathroom;

4 Bedrooms; En-suite bathroom, Hall Stairs & Landing

If the property has additional rooms to the above a additional charge will be made to cover the additional cleaning required

2.19 Keys to access the property can be collected from an estate agent or other source within 3 miles from the property to be cleaned. If the keys are located more than 3 miles from the property an additional charge may be made the keys will be returned within 24 hours following completion of the clean. Rosemond Services will not be held responsible for any claim for missing keys raised after 72 hours of the clean by the customer

2.2 Carpet and Upholstery Cleaning

2.21 The Company shall not be liable for the shrinkage of carpets as a result of poor fitting.

2.22 The Company is not liable for any wear or discolouration of fabric that becomes more notable once dirt is removed.

2.23 We shall not be responsible for any damage caused as a result of the Customer/Tenant placing furniture on a carpet which has not completely dried.

2.24 The Company cannot guarantee the removal of pre-existing stains and/or any discolouration of the carpet

2.25 Please notify us at the time of booking if your carpet is a natural pile e.g. wool or hessian

2.26 Unless otherwise agreed prior to work commencing, it is accepted that large stationary items such as televisions, side cabinets, book cases, wall units, wardrobes, filing cabinets etcetera will remain in place and no cleaning will be carried out beneath these units, the same will apply into closets and cupboards.

2.27 We will endeavour to note, identify and remove all spots and stains requiring treatment, however the entire removal of some spots and stains are not guaranteed due to the staining properties of the products i.e. tannin, rust, DIY spotting agents etc.

2.28 Liability cannot be accepted for colour run or migration due to manufacturers using non-colourfast dyes or markers in frames, trimmings, padding, stuffing, piping sewing threads, linings and valances.

3. Cancellations

3.1 If you cancel your cleaning appointment less than 24 hours prior to the scheduled time, we may charge you a £75+VAT cancellation fee. Cancelling your service more than 24 hours in advance of the appointment, will incur no charges.

3.12 We reserve the right to refuse any cleaning job if the condition of the property is hazardous to the health and wellbeing of our operatives. If we are not made aware of this before arrival and we are unable to carry out the work as a result, the Customer may be charged a £75 +VAT non-refundable fee.

3.13 The cleaning company has the right to cancel or reschedule a service in cases where an accident or any unexpected circumstances have befallen the assigned cleaning team.

3.14 The Customer is liable for any mistakes they make in regards to incorrect bookings. If a booking date is incorrect, and the cleaners are turned away a £75 +VAT fee will be paid by the Customer.

3.15 The Customer can reschedule or cancel the appointment over the phone or by e-mail.

4. Complaints and Cleaning Guarantee

4.1 All services shall be deemed to have been carried out to the Customer's satisfaction unless written notice is received by the Company with details of the complaint within 72 hours of the work

being completed. We will fully investigate any complaint and attempt to resolve it in a professional and timely manner.

4.12 The Customer agrees to allow the Company back to re-clean and inspect any disputed areas/items before arranging a third party to carry out services or refusing to pay for the service.

4.13 The Company reserves the right to only offer one recovery clean per service.

4.14 Where access is denied for a re clean we are not liable for any costs associated with not being granted permission to re-enter the property and carry out the re clean.

4.15 Our cleaning guarantee applies for 72 hours or until the property is occupied, whichever is the soonest time from when the cleaning was completed. Any complaints after this time may not be considered.

4.16 We cannot guarantee our End of Tenancy Cleaning service when people or personal possessions are still present in the property during or after the time of the cleaning.

4.17 Fridges and Freezers should be emptied and defrosted prior to our arrival and turned off so we can clean them. We will not be liable for cleaning freezers which have not been defrosted

4.18 We will do our best to make sure your appliances are cleaned to a high standard. However, if they have not been cleaned since they were purchased regrettably, we will not be liable for ingrained dirt that cannot be removed using the appropriate chemicals.

4.19 We cannot guarantee the removal of pet odours or cigarette smoke during the cleaning process and will not be liable for any deductions for this.

5. Payment

5.1 For Clients who do not have an account a 50% deposit may be charged upon booking.

5.12 The Services will be invoiced to the Client upon completion of the clean via email

5.13 Unless agreed otherwise by email, payment of services are made at the standard payment terms of fourteen days of the date of the invoice.

5.14 An interest charge of 5% above the Bank of England base rates will be made on all overdue accounts.

5.15 We reserve the right to charge for our services in advance in any form of cleared funds.

5.16 VAT is charged at the standard rate on all services

5.17 In the event of incorrect payment for the job, incorrect information resulting in an incorrect quoting of the job or any other incorrect information that results in the price being under quoted, we reserve the right to either cancel the job, in which case cancellation fees may come into effect or make an additional charge.

5.18 Payment can be made by bank transfer to the bank account detailed on the invoice

6. Statutory Compliance

6.1 All parties hereto undertake to each other that in respect of their obligations under the contract for the provision of Services they will at all times comply fully with all relevant statutory enactments and the Data Protection Act 1988 (and the data protection principles thereunder) (and all re-enactments thereto) or regulations or requirement made by governmental authority or equivalent body of competent jurisdiction

7.Law

7.1 The laws of England apply to these terms and conditions and the parties submit to the exclusive jurisdiction of the English Courts.