Terms and Conditions

always The term "Website" refers to kent-commercialcleaning.co.uk and "Content" to the content within

<u>kent-commercialcleaning.co.uk.</u> The terms "we" and "us" refer to Kent Commercial Cleaning Ltd. From here on Kent Commercial Cleaning Ltd will be referred to as Kent Commercial Cleaning.

1. Access to Website Copy, Content and Publications

The website and contents belong to kent-commercialcleaning.co.uk. kent-commercialcleaning.co.uk belongs to Kent Commercial Cleaning Ltd, Unit E1, East Northdown Business Centre, George hill rd, Margate, CT9 3FF. Because of this, you may not, copy, distribute, modify, reproduce, sell, reverse engineer, publish, disassemble, recompile, decompile, perform, upload, transmit or exploit any part of the Website and its contents (including without limitation the Website design, text, graphics and all software and source codes connected with the Website). Downloading is permitted on a personal computer if no more than one copy is printed out and no further copies are made.

- 1. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics of the Website. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. The content and website is protected by copyright and proprietary rights. Articles, videos, posts and anything else that make up the website will be protected by copyrights and proprietary rights. By accessing the website and its contents, you agree to abide by these copyright notices or any other restrictions thereof.
- 2. You have the right to use this website, and to download content within the terms stated, but you have no ownership rights or licences to our trading names, trademark and content.
- 3. Downloads should retain any copyright notices.
- 4. Unauthorised use of this website may give to a claim for damages and/or be a criminal offence.
- 5. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

2. Discounts

Kent Commercial Cleaning may offer you various discounts, savings and other benefits on other products or services of kent-commercialcleaning.co.uk or its affiliates. Kent commercial cleaning does not guarantee the availability of particular discounts, savings or other benefits on specific products or services, and any discounts, savings or benefits are subject to change, time limits and conditions as may be determined by Kent Commercial Cleaning in its discretion from time to time

3. Guarantee

1 Kent Commercial Cleaning may offer a time-limited, money-back guarantee on some Kent Commercial Cleaning website content and publications. If there is a guarantee applicable to any Kent Commercial Cleaning website content and publication that you have purchased, that guarantee is as set out on the applicable product page of the Kent Commercial Cleaning website at the time you purchased the Kent Commercial Cleaning product, publication or service.

1. If, within the time limit of your Guarantee period you are not satisfied with the Kent Commercial Cleaning product, publication or service you purchased, Kent Commercial Cleaning will refund the purchase price to you. This is your sole and

exclusive remedy against Kent Commercial Cleaning and Kent Commercial Cleaning sole and exclusive liability and obligation to you in connection with your purchase of any Kent Commercial Cleaning product, publication or service or anything arising out of or relating to that purchase or this agreement.

4. Exclusion/Limitation Of Liability

- 1. Not withstanding any other provision of this agreement, and to the maximum extent permitted by applicable law: (a) Kent Commercial Cleaning liability (if any) under this Agreement or otherwise is limited to the purchase price paid by you for the Kent Commercial Cleaning products, and in no event will Kent Commercial Cleaning be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage, arising from, connected with, or relating to this Agreement, the subject matter of this Agreement, any Kent Commercial Cleaning product or otherwise, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including fundamental breach or gross negligence) by Kent Commercial Cleaning or any person for whom Kent Commercial Cleaning is responsible, and even if Kent Commercial Cleaning has been advised of the possibility of such potential loss or damage being incurred; and (b) in no event will Kent Commercial Cleaning total aggregate liability to you or any other person under this Agreement or otherwise, under any contract, negligence, strict liability or other legal or equitable theory, regardless of any negligence or other fault or wrongdoing (including fundamental breach or gross negligence) by Kent Commercial Cleaning or any person for whom Kent Commercial Cleaning is responsible, and even if Kent Commercial Cleaning has been advised of the possibility of such potential loss or damage being incurred, exceed the purchase price paid by You to Kent Commercial Cleaning for the materials. In this paragraph, "Kent Commercial Cleaning" includes Kent Commercial Cleaning and its past, present and future directors, officers, employees, agents, representatives, subcontractors, service providers, successors, permitted assigns, and related persons.
- Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Services.
- 3. We endeavour to complete all work by the agreed completion date, however we cannot be accountable for any losses incurred if timescales are not adhered to nor shall any discount be given if work is not completed by due date.
- 4. Softwashing to through coloured renders, cladding and other surfaces includes the use of Sodium Hypochlorite which kill organic matter on the surface being sanitised and may also damage grass and plant life from overspray and run off. It should be noted that solution strength of between 1% 5.6% is used by Kent Commercial Cleaning operatives. We highly recommend the use of Plant Wash during the cleaning process to prevent unwanted plant, grass or other damage occurring. A quotation for Plant Wash will be given at the time of quoting for the cleaning. All windows should be watertight we cannot accept responsibility for water ingress through incorrectly fitted windows or left open through negligence.
- 5. Kent Commercial Cleaning hold no responsibility for damages caused due to defective leaking roof.
 - 5a. Kent Commercial Cleaning hold no responsibility for damages or scratches revealed while cleaning windows that have any residue stuck to or covering the surface such as cement, plaster, render or other building works, road residue previously covering the surface.

7. Other Rights

The exclusion or limitation of certain liabilities is prohibited by law in some jurisdictions. Such limitations may apply to you.

6. Miscellaneous

You represent that you are of legal age to enter into binding contracts under the laws of the jurisdiction where you reside. If any provision of this Agreement is held to be invalid or unenforceable for any reason, then the provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of any such severance this Agreement would fail in its essential purpose. This Agreement will ensure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns. This Agreement sets forth the entire agreement and understanding of you and Kent Commercial Cleaning with respect to the subject matter of this Agreement and supersedes any and all previous communications, representations, negotiations, discussions, agreements or understanding, whether oral or written, between you and Kent Commercial Cleaning with respect to the subject matter of this Agreement. Purchase prices are exclusive of shipping and handling charges and any applicable taxes, customs or duties.

7. Functionality

Kent Commercial Cleaning makes no warranty that the functionality of the website will be uninterrupted or error free, that defects will be corrected or that the website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

8. The Order

- 1. If work is commissioned from Kent Commercial Cleaning and a Proposal Of Works drawn up, that Proposal shall remain valid for a period of 31 days.
- 2. The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") within the period specified in Clause 3.1.
- 3. All Orders for the Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

9. Price and Payment

- 1. The price for the Services is as specified in the Proposal along with any additional applicable charges outlined in the Proposal.
- 2. Payment of the price shall be in the manner specified in the Proposal and shall mainly be on the day works have been completed.
- 3. In some specific cases, Kent Commercial Cleaning may extend credit terms but makes no guarantee of providing credit to any customer. In the event of being offered a credit facility, and if the Customer fails to make any payment within 31 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 8% per month on the outstanding amounts.
- 4. If the Customer fails to make any payment within 31 days of it becoming due, the Supplier shall be entitled to remove all work carried out as part of the order and suspend all services until payment has been received in full.
- Ownership of all work completed under "The Order" will remain with the Supplier until all work has been paid for in full. Once full and final payment has been received, ownership will be passed to the Customer.

10. Customer's Obligations

To enable the Supplier to perform its obligations the customer shall

- 1. Co-operate with the Supplier;
- 2. provide the Supplier with any information reasonably required by the Supplier;
- obtain all necessary permissions, licences and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and
- 4. comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.
- 5. will inform all of their occupants, own employees and visitors that work is being carried out on the exterior or interior surfaces of the building. No responsibility for damaged clothing or parked cars where, equipment, cleaning solution or debris is carried by wind drift will be accepted. You should make arrangements for cars to be covered and for your, occupants, employees and visitors to be made aware of our operations.
- 6. Will allow Kent Commercial Cleaning to take appropriate photographs and video of works being undertaken and completed, as well as before and after shots for

marketing purposes on the website and other media including but not limited to video. Printed material and social media. If you do not allow the use of your company logos etc you must inform us before we submit our quotations for your considerations.

- FREE Sample cleans are offered solely at our discretion and are usually unavailable to first time customers or other cleaning companies who wish to use us as a sub contractor unless agreed mutually in advance. Central London usually incurs a charge to attend and carry out sample cleaning of any type. Use of access machines for sample cleaning will be charged for in full plus 25% administration costs.
- 2. Any access equipment that needs to be hired in from a third party to use on the buildings cleaning project should be insured by the customer for loss, theft or vandalism whilst left on site.
- 3. Property of Kent Commercial Cleaning whilst on site should be insured by the customer against loss, theft or vandalism.
- 4. Plants and grass may be slightly damaged when exterior building cleaning is undertaken. We will do our very best to prevent this from happening, however we take no responsibility for replacing damaged plants, trees, shrubs or grass.
- 5. Electronic devices such as door bells, entry systems and safety cameras should be covered by you, we accept no responsibility for replacing items damaged by our cleaning processes

11. Suppliers Obligations

- 1. The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.
- 3. The Supplier provides the following guarantee(s) in relation to the Services carried out:
- 4. All web site pages deemed for anonymous access (e.g. an organisation's public web site) will operate without browser incompatibilities for version 7 and above of Internet Explorer and Netscape. The sites will render well in version 6 and above browsers but possibly with minor cosmetic flaws. Browsers below version 4 will be able to access content but there may be

degradation of appearance. The Company reserves the right to specify browser requirements for non-public administration web pages. All pages will be tested on Apple Mac and Windows PC.

12. Non-Competition

- Kent Commercial Cleaning prohibits the right of any of its Customers to enter into competition with Kent Commercial Cleaning as a result of information gleaned from its products and services.
- 2. Kent Commercial Cleaning prohibits the use of the source code of any websites belonging to Kent Commercial Cleaning in any other website not belonging to Kent Commercial Cleaning.

12. Cancellation

- The Customer may cancel an Order by notifying the Supplier in writing at the address above within 14 days of placing an Order and any deposit paid will be refunded in full providing that work has not commenced on the order. If work has commenced, any reasonable recompense for work carried out will be deducted from refund.
- 2. If the Customer fails to cancel the order within the time specified in Clause 13 (1) any deposit paid may not be returnable.

14. Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations

I look forward to helping you providing you with the most exceptional service! Kind regards,

Dan Mason.

Director of Kent Commercial Cleaning Ltd.