

STONE FLOOR CLEANING LIMITED

TERMS AND CONDITIONS

COMPANY DETAILS

Stone Floor Cleaning Limited (hereinafter “The Company” or “SFCL”) is a company of limited liability incorporated under the Law of England & Wales. Contracts are governed exclusively by the jurisdiction of the English courts.

The company is registered at Companies House with Company Number is 07214822. The Company is incorporated for the purpose of providing professional services for stone floor cleaning and restoration, it offers different treatments such as sealants, impregnations, wet grindings, polishing, etc. For more information see ([Services](#))

The registered office is situate at 64a Downton Avenue, London, SW2 3TS

AGREEMENT

These are our standard Terms and Conditions of business which apply to all services offered by SFCL and cover any agreements to carry out work assignments for the client. They set out the provisions under which the company undertakes work, the terms of engagement, the rights of the company and responsibilities of both the client and SFCL in the performance of the contract.

Where terms are not specific, the company reserves the right of recourse to terms and conditions or provisions contained in the common law and statute of England & Wales; including reliance on general principles of, inter alia, but not exclusively, the law of contract, tort or statute.

These terms of business are to be read in conjunction with any other specific terms agreed at engagement in respect of any matter. SFCL will usually send the client an engagement email or phone text confirming the client’s instructions.

If the client instructs SFCL on other matters following the client’s initial instructions it will be assumed that these terms of business will apply to any later matters unless SFCL advises otherwise in writing.

The client’s instructions will be taken as to amount to the acceptance of these terms and conditions. Where disputes arise the company reserves the right to strictly enforce the terms of the contract at law. Notwithstanding, we seek to provide the best possible service and will always try to resolve any disputes where this is possible without recourse to law.

OUR OBLIGATIONS

We undertake to complete all work to a professional standard exercising the due care and skill required within the remit of our expertise. We do not expect clients to instruct us to undertake work for which we have no expertise.

YOUR OBLIGATIONS

Preparation Work:

We offer no guarantees where such work is requested to be undertaken by SFCL, its employees or company officers. For example, such situations may occur where the company is asked to provide assistance in performing, inter alia, the following tasks:

- Preparation works such as moving furniture or other items which are required by SFCL to undertake assignments or complete its work; and
- Any or all other work or preparations not linked to the direct provision of our services.

In general the client is expected to make their own arrangements pertaining to preparations. Where for the purpose of goodwill the company undertakes any such tasks on specific request, it is accepted by the client that this is entirely at their own risk and liability is excluded to the maximum available under the general laws of England & Wales.

It is the responsibility of the client to undertake preparations to allow the company to start, undertake and complete its assignment.

The company is entitled to expect:

- That all preparatory works, including moving furniture or other items required to undertake an assignment or work is completed by the client prior to the arrival of the company at the location where work is to be carried out;
- That the company will be free to complete its assignment without hindrance or interference.

The company will not accept responsibility for losses and/or damages which arise in the ordinary course of business which occur as a result of failure to comply with the client's obligations.

Nor will the company accept liability for loss or damages which arise where the company exercises reasonable care and skill in the performance of its duties and where there is no evidence of negligence on the part of the company, its employees or officers.

PRECAUTIONS PRIOR TO CLEANING

During all cleaning processes undertaken by the company strong chemicals are used which may cause some surfaces and finishes discolouration or damage. The nature of the materials and products used in processes undertaken by the company to fulfil its assignments are accepted by the client to carry risks in this regard.

The company considers the client has notice of these facts and may reasonably infer that the client knows all and any possessions or fittings or contents that may be affected in such a way and requires the client to take all reasonable steps to ensure that any such items are removed, protected or prepared in such a way as to minimise all reasonable risks which may occur during the cleaning process.

The Company does not accept responsibility for any damage caused in this way and excludes liability to the maximum extent possible under the general principles of English law, including, inter alia but not limited to: contract, tort and applicable statutory provisions.

It is implied that the client has a full household (contents and buildings) insurance policy. The Company is insured for work undertaken in line with its expertise in the discharge of its ordinary duties.

CHARGES

Stone Floor Cleaning Limited charges for professional services may consist of fees covering labour time and disbursements required to fulfil the assignment.

All quotes cover the work specified and contained within them. Where further work is required or a further quote is obtained meaning further time and/or labour and/or materials are needed to complete additional work, the client accepts such assignments will be chargeable subject only to any agreed waiver on the part of an authorised person of the company

FEES

Fees are usually based on either; a fixed-fee agreed for the work by prior quote; or more exceptionally the company reserves the right to charge hourly rates in certain circumstances. Where this is the case the client will be informed of the applicable rates before the start of any work. Hourly rates may apply, but are not limited to, circumstances where work is completed in unsociable hours or at the client's request outside the usual business hours (09.00 to 18.00 Monday to Friday).

Where hourly charges apply this will be with prior agreement and may cover time spent working on the assignment including, but not limited to, dealing with correspondence, telephone calls, preparing quotes for further work.

SFCL may also charge additionally for time spent travelling and waiting if this is as a result of any request or action of the client. Where this situation is appropriate the company reserves the right to notify the client that this is applicable

Fees: Private Client

Private clients (non-incorporated entities & individuals) may be expected in certain circumstances to pay a deposit on account a percentage of the appropriate fees in advance of any work being conducted.

Fees: Companies

Where work is commissioned by a limited company, the company reserves the right to ask for a deposit.

Fees: Cancellation

Where work has been commissioned and the assignment is cancelled without good reason or reasonable notice, the company reserves the right to charge a cancellation fee or make other charges to recompense for lost time including but not limited to; loss of opportunities; wasted time in travel; and/or preparation of other assignments.

This charge will be of £250 per day booked.

DISBURSEMENTS

Stone Floor Cleaning Limited bills will include any disbursements on the invoice.

BILLING

The Company will provide an invoice at the conclusion of any assignment or at other times if appropriate; for example, but not limited to, when work may form part of an on-going engagement or assignment extending for a longer period. The company will notify the client where these circumstances apply.

If the company has rendered a final invoice and undertakes further work for which expenses are incurred on the client's behalf, the company reserves the right to render a further bill to cover any and all such disbursements or time costs.

The company's bills do not normally provide a detailed breakdown of the charges or the specific items of work, but this information can be available on prior request. If the client has any queries, the company requires the client to raise them a reasonable time before the assignment is commenced.

The Company expects and requires bills to be paid on completion or in all other circumstances within 14 days of the delivery of the invoice. Where possible this should be by electronic payment.

Where there is failure to comply the company reserves the right to charge interest on bills outstanding after 14 days at a rate of 2.5% per annum above the prevailing base rate of the Bank of England. The company also reserve the right to consult legal advisors for repayment of sums which remain unpaid.

No negotiation will be entered into after the assignment has been undertaken to vary sums due under the quoted price for the completed assignment.

DEPOSIT

Rarely the company may require a payment on account of costs before commencing work and, if necessary, may require payment at intervals during the course of the assignment. Where this is necessary the company will notify the client before any work is undertaken.

COMPLAINTS AND SUGGESTIONS PROCEDURE

Any complaints should be addressed at the time they occur or as soon after as is possible. We do not accept complaints where a reasonable period has passed in which the company could have expected to be notified.

SFCL aims to offer clients a professional service, but if issues arise we aim to deal with them quickly and efficiently, with a minimum of disruption and to the satisfaction of all parties. Complaints should be made to the original contact at the company with whom they have dealt

GOVERNING LAW

These terms of business are governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

February 2014