

Terms and conditions

Please read all these terms and conditions (“Terms”).

1 General

- 1.1 By using our Website, you confirm that you accept these Terms and that you agree to comply with them.
- 1.2 By ordering our Services you accept that performance of these Services will be subject to these Terms which are also referred to in any Quote that you will receive from us.
- 1.3 If you do not agree to these Terms, you must not order Services or use our Website.
- 1.4 Our Website is made available free of charge and we do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 1.5 You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
- 1.6 Promotion of our Services is directed toward people and entities based in the United Kingdom. We do not represent that content available on or through our Website is appropriate for use or available in other locations.
- 1.7 We recommend that you print a copy of these Terms for future reference.
- 1.8 We amend these terms from time to time. Every time you wish to use our Website, please check these terms to ensure you understand the terms that apply at that time.

2 Application

- 2.1 These Terms will apply to your use of our Website in general and to the purchase of the Services by you (the “Customer” or “you”). We are Clinical Clean Ltd, a company registered in England and Wales with registration number 12537820, whose registered office is at Unit F1-F2, Mayford Business Centre, Woking GU22 0PP with email address info@clinicalclean.co.uk; telephone number 01483740287; (“Clinical Clean” or “us” or “we”).
- 2.2 These are the terms on which we sell all Services to you through any medium. By requesting any of our Services, you agree to be bound by these Terms. You can only purchase the Services from us if you are eligible to enter into a contract and are at least 18 years old.

3 Definitions

Business Day means a day other than a public holiday in England when banks in London are open for business;

Consumer means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;

Contract means the legally-binding agreement between you and us for the supply of the Services, the provision of which are contained in the Quote and these Terms;

Durable Medium means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;

Fees means the charges for the Services as outlined in the Quote or any change fees as particularised in Clause 7.2.

Premises means your home or premises or other location where the Services are to be performed, as set out in the Quote;

Privacy Policy means the terms which set out how we will deal with confidential and personal information received from you via the Website;

Quote means an offer to supply Services to you in writing subject to these Terms;

Services means the services advertised on the Website and the details of which are set out in the Quote;

Website means our website www.clinicalclean.co.uk on which the Services are advertised.

4 Services

1.1 We will provide the Services with reasonable care and skill.

1.2 You acknowledge when using our Website that all Services which appear on the Website are subject to availability.

1.3 We reserve the rights to make changes to the Services which are necessary to comply with any applicable law or safety requirements. However, in such circumstances, we will endeavour to notify You of these changes as soon as practicable.

5 Customer responsibilities

5.1 In the case of Services made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.

- 5.2 You warrant that you have the necessary rights to engage us for the Services at the Premises.
- 5.3 You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to the Premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed). In particular you agree to:
- 5.3.1 Clear all areas that require cleaning prior to performance of the Services, moving all furniture from the sides of rooms into the centre;
 - 5.3.2 Vacuum all carpeted areas of the Premises that require the Services and remove any rugs;
 - 5.3.3 Remove all items from any kitchen or eating areas;
 - 5.3.4 Clear all desks from clutter;
 - 5.3.5 Remove all clothing, food and confidential information from the Premises;
 - 5.3.6 Ensure that all alarm systems are turned off; and
 - 5.3.7 Comply with any further instructions included on the pre-treatment sheet provided to you prior to commencement of the Services.
- 5.4 Once the Services have been performed at the Premises in order to ensure the best results you also agree not to:
- 5.4.1 Permit anyone to enter the Premises for at least 2 hours after the Services have been performed; and
 - 5.4.2 Carry out any further cleaning of the areas targeted by the Services for 7 days after completion of their performance.
- 5.5 Your failure to comply with Clause 5.3 constitutes a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.
- 5.6 Your failure to comply with Clause 5.4 compromises the quality of the Services and consequently voids any liability that we might have under this Contract with immediate effect.
- 5.7 Where required, you must consult with your landlord and/or building management company about the Services that you are being provided and gain consent before ordering the Services. This includes sharing details of the areas that will be cleaned and disinfected and when this will occur.
- 5.8 It is your sole responsibility to inform us of:
- Any legal obligations or permission that may be relevant to carrying out the Services; and
 - Any health and safety issues which we might come across whilst performing the Services.

5.9 If you have not informed us of any of the considerations mentioned in Clause 5.6 above prior to commencement of perform of the Services, we accept no responsibility for any issues that may arise.

6 Personal information

6.1 We retain and use all information strictly under the [Privacy Policy](#).

6.2 We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

7 Basis of Contract

7.1 Once you contact us for a Quote via phone or e-mail we will endeavour to get back to you with a Quote within 5 Business Days.

7.2 The description of the Services on our Website does not constitute a contractual offer to sell the Services. When we send you a Quote, should you accept it, a Contract will then be formed for the Services ordered, which will be governed by these Terms. Therefore, you must ensure that the Quote is complete and accurate and inform us immediately of any errors prior to acceptance so that we can revise the Quote accordingly. Once you accept the Quote it cannot be changed unless by agreement in writing between us and any such changes will incur extra fees as follows:

7.2.1 should you wish to make a change to the Services requested and outlined in the agreed Quote, the fee is £100 plus VAT; and/or

7.2.2 should you wish to make a change in the date for performance of the Services or the location of the Premises, the fee is £50 plus VAT.

7.3 Any Quote is valid for a maximum period of 30 calendar days from its date, unless we expressly withdraw it at an earlier time.

7.4 No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

8 Fees and Payment

8.1 The Fees for the Services and any additional charges are that set out on the Website or in the Quote at the date you accept the Quote or such other price as we may agree in writing. Prices for Services may be calculated on a fixed price or on a standard daily rate basis.

8.2 If you wish to add to the Services as outlined in the Quote, then this will be chargeable.

8.3 If you wish to add to the Services as outlined in the Quote or if any information provided by

you prior to the issuance of the Quote is incorrect leading to an increase in the magnitude of the Services required, for example if the measurements given for Premises are underestimated, then any extra labour and materials will be noted and charged to you at a rate of £50 per hour per contractor.

- 8.4 Fees and charges exclude VAT at the rate applicable at the time of the Quote.
- 8.5 Payment for the Services must be made in full within the longer of 7 days or 5 Business Days prior to the start of the Services.
- 8.6 If payment has not been made in full 5 Business Days prior to the start of the Services, we reserve the right to cancel the Service without incurring any liability
- 8.7 All payments must be made via BACS transfer or credit/debit card transaction to the details notified to you in the Quote.

9 Performance of the Services

- 9.1 We will perform the Services at the Premises on the dates or within the agreed period or, failing such stipulation, within a reasonable time.
- 9.2 In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can (in addition to any other remedies) treat the Contract at an end if:
 - 9.2.1 we have refused to deliver the Services, or if perform on time is essential considering all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that perform on time was essential; or
 - 9.2.2 after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.

10 Cancellation

- 10.1 If you wish to cancel the Services after the Contract is made, you will incur a cancellation fee chargeable at our discretion. The cancellation fees are as follows:

Cancellation Period (prior to planned commencement of the Services)	Cancellation Fee
More than 7 days	No cancellation fee
Between 7 days and 48 hours	50% of the Fees
Less than 48 hours	100% of the Fees

- 10.2 To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision by email to info@clinicalclean.co.uk. We will then communicate to you an acknowledgement of receipt of such cancellation in a Durable Medium (for example by email) without delay.

11 Duration, termination and suspension

- 11.1 The Contract shall commence when you accept the Quote and shall continue as long as it takes us to perform the Services.

- 11.2 Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:

11.2.1 commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or

11.2.2 is subject to any step towards its bankruptcy or liquidation.

- 11.3 On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

12 Circumstances beyond the control of either party

- 12.1 In the event of any failure by us to complete the Services due to something beyond our reasonable control:

12.1.1 we will advise you as soon as reasonably practicable; and

12.1.2 our obligations will be suspended so far as is reasonable, PROVIDED THAT we will act reasonably, and we will not be liable for any failure which we could not reasonably avoid.

13 Intellectual Property

- 13.1 We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

- 13.2 Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

- 13.3 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

14 Reliance on our Website

- 14.1 The content on our Website is provided for general information only and is not intended to amount to advice on which you should rely.
- 14.2 Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.
- 14.3 Where our Website contains links to other sites and resources provided by third-parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them as we have no control over the contents of those sites or resources.

15 Prohibited use

- 15.1 You may not use the Website for any of the following purposes:
- in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
 - in any unlawful or fraudulent manner;
 - to transmit, or to procure the transmission of any unsolicited marketing materials to us;
 - in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
 - to knowingly introduce viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
 - to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website; or
 - making, transmitting or storing electronic copies of content protected by copyright without the permission of the owner.

16 Links to other websites

- 16.1 This Website may contain links to other sites. Unless expressly stated, these sites are not under our control.
- 16.2 We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
- 16.3 The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

17 Linking to our Website

- 17.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

17.2 However, you must not:

- establish a link in such a way as to suggest any form of association, approval or endorsement by Clinical Clean, unless otherwise approved by us;
- establish a link to our Website in any website that you do not own;
- frame our Website on any other site, nor may you create a link to any part of our Website other than the home page; or
- link from any website that contains fraudulent, false, misleading or deceptive information; or defamatory, libellous, obscene, pornographic, vulgar or offensive content; or promotes discrimination, racism, hatred, harassment or harm toward any third-party; or promotes violence or actions that are threatening to any third-party; or promotes illegal or harmful activities.

17.3 We reserve the right to withdraw linking permission without notice.

18 Privacy

18.1 Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

18.2 These should be read alongside, and are in addition to our policies, including our [Privacy Policy](#).

18.3 For the purposes of these Terms:

'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.

'GDPR' means the General Data Protection Regulation (EU) 2016/679.

'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

18.4 We are a Data Controller of the Personal Data we Process in providing the Services to you.

18.5 Where you supply Personal Data to us so we can provide Services to you, and we Process that Personal Data in the course of providing the Services to you, we will comply with our obligations imposed by the Data Protection Laws:

18.5.1 before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;

18.5.2 we will only Process Personal Data for the purposes identified;

18.5.3 we will respect your rights in relation to your Personal Data; and

18.5.4 we will implement technical and organisational measures to ensure your Personal Data is secure.

18.6 For any enquiries or complaints regarding data privacy, you can [contact us](#).

19 Limitation of liability

- 19.1 Our Website does not contain health advice on which you should rely. The contents of this Website, such as text, graphics, images and other material are intended for general informational and educational purposes only. The contents of this Website are not intended to substitute for clinical advice from a public health professional. Although we take efforts to keep the information on our Website updated, we cannot guarantee that the information on our Website reflects the most up-to-date public health research.
- 19.2 In delivering our Services, we use the best Biocidal and thermal products available that kill the majority of microorganisms and pathogens ; usually 99.99%. However, there is still a small chance that the Services will be ineffective in preventing the spread of pathogens or infection in the Premises for which we do not accept responsibility.
- 19.3 Subject to Paragraph 19.4 below, we shall not be liable in contract or tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent) or otherwise for any loss or damage of whatsoever kind howsoever arising suffered in connection with the Services that result in indirect or consequential losses, any economic loss, loss of revenue, business, profits or business opportunities, anticipated savings or profits, loss of or damage to reputation, loss of goodwill or data, loss which was not reasonably foreseeable to both parties at the time when the Contract was entered into or for any punitive damages, penalties, interest or costs, (including legal and professional costs and expenses) suffered in connection with the supply of the Services.
- 19.4 Subject to Clause 19.5 below, we shall only be liable for rectification or a refund for the Services carried out and our liability shall be capped at the total amount paid by you under the Contract.
- 19.5 We do not seek to exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of our legal obligations. Subject to this, we are not liable for loss which was not reasonably foreseeable to both parties at the time when the Contract was entered into.

20 Governing law, jurisdiction and complaints

- 20.1 The Contract (including any non-contractual matters) is governed by the law of England and Wales.
- 20.2 Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
- 20.3 We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 Business Days.