

# TERMS AND CONDITIONS FOR PRO CLEANING SPECIALISTS

## PREAMBLE

- PRO Cleaning Specialists appreciates your business.
- For both the protection of our Clients and our Company, take some time to review this Agreement as the use of our services constitutes your acceptance of these terms and conditions.
- By ordering PRO Cleaning Specialists services by telephone, e-mail, fax or its website, the Client agrees to bind itself to PRO Cleaning Specialists Terms and Conditions.
- In relation to the proposal or quote for cleaning services given to the Client by PRO Cleaning Specialists, the Client accepts the proposal or quote and the following Terms and Conditions ("The Agreement").
- The Client herewith warrants that acceptance of the Quotation issued by PRO Cleaning Specialists is done by an authorised company representative.

## **1. CLEANING SERVICES**

1.1 PRO Cleaning Specialists agrees to provide hospitality, residential and commercial cleaning services to the Client at an address specified by the Client.

1.2 Our cleaning service entails the following:

- 1.2.1 Pre and Post Occupational Cleaning and Preparation
- 1.2.2 Post Renovation/Building Cleaning
- 1.2.3 Window Cleaning
- 1.2.4 Office Cleaning Solutions
- 1.2.5 Post Construction Cleaning
- 1.2.6 Retail Cleaning Solutions
- 1.2.7 Educational Facility Cleaning
- 1.2.8 Post Event Cleaning
- 1.2.9 Housekeeping Solutions
- 1.2.10 On-site cleaning of curtains and blinds
- 1.2.11 Cleaning of ceilings
- 1.2.12 Dry Powder carpet cleaning, including Persians
- 1.2.13 Mattress Cleaning
- 1.2.14 Upholstery and chair cleaning
- 1.2.15 Master Guard Fabric Protection
- 1.2.16 Rug and mattress cleaning
- 1.2.17 Floor, tile grout cleaning and stripping and sealing of floors
- 1.2.18 Cleaning of Paving
- 1.2.19 Domestic cleaning (general household duties)
- 1.2.20 Vehicle Valet Service

1.3 Other services as per the Client's request remains separate from the stipulated services.

1.4 PRO Cleaning Specialists offers a flood extraction service 24 (Twenty-Four) hours a day, 7 (Seven) days a week.

1.5 Our flood extraction service entails the following:

- 1.5.1 Flood damage caused by blocked drains, slow draining sinks, negligence, burst pipes, burst geyser and excessive rain
- 1.5.2 Extracting of flood water
- 1.5.3 Providing of Dehumidifiers and blowers

## **2 BOOKING**

2.1 The Client may make a booking either in person, by telephone, email and/or on the PRO Cleaning Specialists website.

2.2 Any price quoted by PRO Cleaning Specialists is based on the information provided by the Client. The quote is valid for a period of 14 (fourteen) days from date of quote.

2.3 All appointments must allow PRO Cleaning Specialists access to the property as well as running water and electricity.

2.4 PRO Cleaning Specialists have an arrival estimation of 30 minutes to the appointment time.

## **3 PAYMENT**

3.1 Payment is requested immediately on completion on the day of the cleaning service. Payment can be made either in cash and /or EFT on the completion of the service.

3.2 The Client agrees that if it/he/she fails to settle the account immediately after the services have been rendered and/or within 30(thirty) days thereafter PRO Cleaning Specialists has the right to mark the Client as a default payer with the relevant Credit Bureaus e.g. Trans Union ITC and Experian.

**3.3** The Client shall be liable to PRO Cleaning Specialists for legal costs as between attorney and own Client in the event that the Client is breaching any term hereof and will be responsible for all Debt Collection necessary expenses as per the Debt Collectors Act 114 of 1998.

#### **4 CANCELLATION**

**4.1** The Client may cancel the scheduled cleaning job up to 24 hours prior to the agreed starting time.

**4.2** The Client herewith agrees to pay 50% of the quote as cancellation fees if he/she cancels or changes the date/time less than 24 hours prior to the scheduled appointment time.

**4.3** In the event that the Client does not provide unrestricted access to the premises the Client agrees to pay 50% of the quote provided as cancellation fee plus travel costs thereto.

#### **5 THE SERVICE**

**5.1** Before the commencement of the "work" the Client undertakes to do an inspection together with an employee of PRO Cleaning Specialists and will list all the broken and damaged items prior to work commencing.

**5.2** PRO Cleaning Specialists will move couches, chairs and tables free of charge. Items heavier than 30 kilograms and furniture with electronics or breakables will either need to be moved ahead of time by the Client, failing which we will clean around it.

**5.3** PRO Cleaning Specialists reserves the right not to continue with the job if at inspection, it is found that the material and/or item to be cleaned or treated is not suitable for cleaning or treatment.

**5.4** The Client should take notice that there are many factors beyond the control of PRO Cleaning Specialists such as:

- 5.4.1** Fugitive dyes
- 5.4.2** Fugitive buckram
- 5.4.3** Water marking
- 5.4.4** Pile shading
- 5.4.5** Fugitive seat lining
- 5.4.6** Chemical reaction from previous cleaning materials and from foreign matters of various kinds;
- 5.4.7** Ingrained soil
- 5.4.8** Light fading
- 5.4.9** Shrinking, weak, tender, defective or deteriorated materials which disintegrate in the hands of careful workmen

**5.3** It is therefore impossible for PRO Cleaning Specialists to guarantee that whilst in the process of delivery of its cleaning services as per the quote or proposal provided that harm and damage will not occur to the article or carpet or window or blinds, curtains etc. during the cleaning process.

**5.4** The Client should appreciate that carpets will often not have a consistent appearance after cleaning by reason of differences in wear and tear. Sunlight will sometimes cause fading in areas of the carpet and cleaning cannot rectify this. Stains are not always visible before dirt is removed and it may not be possible to remove those stains completely.

#### **6 POOR SERVICE, ACCIDENT, DAMAGE AND THEFT**

**6.1** The Client accepts and understands that poor service, breakage, accidents, damage and theft must be reported within 24 hours of the service date. Failure to do so will entitle the Client to no refund to recovery cleaning.

**6.2** PRO Cleaning Specialists may take up to two working days to respond to a complaint.

**6.3** In the case of damage/accident/theft PRO Cleaning Specialists will try to repair/replace the item/s if it agrees that it caused the damage/accident and/or is responsible for theft.

**6.4** The Client should take notice that the cost of the repair/replacement will not exceed the amount of R2 500.00.

6.5 If the Client is not satisfied with the cleaning service (poor service) and a complaint has been placed within 24 hours after the job was completed, PRO Cleaning Specialists reserves the right to return a cleaner and re-clean any area and/or items to the Client's satisfaction.

**7 INDEMNIFICATION**

7.1 Notwithstanding any provisions in this Agreement and whilst PRO Cleaning Specialists warrants that it shall use its best endeavours to ensure that the work is of the highest standard, no warranty can therefore be given and the Client hereby agrees to waive all claims for any harm, loss including consequential losses, which it may substantially have against PRO Cleaning Specialists, its employees, agents, mandatories and any other persons connected in some way to such work, such claims having arisen from any cause whatsoever.

**8 INSURANCE**

8.1 PRO Cleaning Specialists has no Public and Employer's Liability Insurance.

**9 BREACH**

9.1 Should either party be in breach of any provision of this agreement the aggrieved party shall by written notice give the offending party 14 (fourteen) working days in which to remedy the cause for the complaint.

**10 JURISDICTION**

The Client agrees in terms of Section 45 of the Magistrate's Court Act 32 of 1944 to the Jurisdiction of the Magistrate's Court which has jurisdiction in terms of Section 28 of the same Act in respect of any legal proceedings which may result from the conclusion of any contract between the Client and PRO Cleaning Specialists or which may relate thereto, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court provided that PRO Cleaning Specialists is entitled in its discretion to institute any such legal proceedings in any other competent court and the Client hereby agrees to subject him/her/itself to the jurisdiction of any such competent court which has jurisdiction.

**ACKNOWLEDGEMENT OF ACCEPTANCE SIGNED AT** \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_ (Name) \_\_\_\_\_ (Signature)

**CLIENT AND/OR AUTHORISED REPRESENTATIVE OBO CLIENT**

**COMPANY STAMP (IF APPLICABLE)**

\_\_\_\_\_ (Name) \_\_\_\_\_ (Signature)

**PRO CLEANING SPECIALISTS REPRESENTATIVE**

**COMPANY STAMP**