

# Terms and Conditions Agreement

## A. Acceptance of Contract generation.

1. The website- [www.aquaforcecarpetcleaning.com](http://www.aquaforcecarpetcleaning.com) (herein onward referred to as “Website”) is owned and operated by **Aqua Force Carpet Cleaning**
2. **Aqua Force Carpet Cleaning** is a Company registered under the Companies Act 2006, with its registered address at 24 Young Road Dunblane , herein onward known as “Company” for the ease of reference in relation to these Terms and Conditions Agreement.
3. Any individual who uses, utilizes, browses, and operates the Website in whatsoever manner is called the **User** in relation to these Terms and Conditions Agreement. Such User is deemed to be of 16 (sixteen) or above years of age and by agreeing to these Terms and Conditions Agreement, the User warrants and represents that she or he is at least 16 (sixteen) years of age.
4. Any individual or User, who is in the meaning of a “consumer” as defined by the Consumer Scotland Act 2020, is called the **Client** in relation to these Terms and Conditions Agreement.
5. These Terms and Conditions Agreement constitutes a full and complete contractual legal agreement between the Company and the User as well as the Company and the Client as and when required. Both the Client and the Company or the User and the Company (both herein onward referred to as “Parties”) shall ensure that their respective responsibilities under this Agreement are undertaken in compliance with all statutory regulations and codes of conduct.
6. Any User or Client who disagrees with these Terms and Conditions Agreement or any part of it must not use, utilise, browse, and operate the Website.
7. The User and the Client acknowledge and undertake that she or he is accessing the services on the Website and transacting at their own risk as well as are using their best and prudent judgment before entering into any transactions through the Website.
8. The Client agrees and accepts that any use of the Company’s services, including placing an order for services by telephone, electronic mail, fax, live chat, Website forms or any other methods via the Company’s Website or by any other electronic or non-electronic means constitutes the acceptance and compliance by the Client to these Terms and Conditions Agreement including, but not limited to the terms, guidelines, and conditions as put forth.
9. The User and the Client agree that the Company may communicate with them via electronic mail, SMS, phone call, or by posting notices on the Website or by any other mode of communication as deemed fit. For contractual purposes, the User and the Client consent to receive communications (including transactional, promotional, and/or commercial messages), from the Company with respect to the usage of the Website and/or the order placed on the Website.
10. Unless it has been confirmed and agreed in writing by the owner of the Company, the Terms and Conditions Agreement as provided here is to prevail over any other terms and conditions of purchase, sale, and otherwise.

11. No variation or alteration of these Terms and Conditions Agreement shall be accepted as valid unless it has been confirmed and agreed in writing by the owner of the Company.

## B. Additions and amendments.

1. The Company reserves the right to revise, update, or modify these Terms and Conditions Agreement at any time without prior notice, and may do so by publishing an updated Agreement on the Website.
2. Any such revisions, updates, and modifications shall apply to new contracts and not existing contracts. The Client shall be subject to the Terms and Conditions Agreement in force at the time she or he orders services from the Company unless any change to Agreement is required to be made by law or government authority (in which case, the previous Agreement shall supersede).
3. The Client agrees and accepts that any use of any Services following any revisions, updates, and modifications to this Agreement shall constitute their Agreement to follow and be bound by the Terms and Conditions Agreement as changed/amended from the date of publication of the revised Terms and Conditions Agreement on the Website.

## C. Definitions.

In these Terms and Conditions Agreement, unless the context otherwise requires, the following expressions have the following meanings and definitions that apply.

1. Agreement- The contract into which the Client and the Company or the Client and the User enter.
2. Client- Any individual or User, who is in the meaning of a “consumer” as defined by the Consumer Scotland Act 2020.
3. Company- **Aqua Force Carpet Cleaning** , a Company registered under the Companies Act 2006, with its registered address at 24 Young Road Dunblane.
4. User- Any individual who uses, utilizes, browses, and operates the Website in whatsoever manner.
5. Website- [www.aquaforcecarpetcleaning.com](http://www.aquaforcecarpetcleaning.com) is owned and operated by **Aqua Force Carpet Cleaning**

## D. Disclaimer to the usage of Website.

1. The Company shall do its utmost to ensure the availability of the Website at all times be uninterrupted and that the transmissions will be error-free. However, due to the nature of the internet, the same cannot be guaranteed. The User’s access to the Website may be occasionally suspended or restricted to allow for repairs, maintenance, or the

introduction of new facilities or services at any time without any prior notice. The company shall attempt to limit the frequency and duration of any such suspension or restriction.

2. The Company reserves the right to restrict access to areas of the Website, or indeed the whole Website, at the Company's discretion; the User or the Client must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the Website.
3. The User or the Client must not conduct the following activities.
  - 3.1. Use the Website in any way or take any action that causes, or may cause, damage to the Website or impairment of the performance, availability or accessibility of the Website;
  - 3.2. Use the Website in any way that is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity;
  - 3.3. Use the Website to copy, store, host, transmit, send, use, publish, or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software;
  - 3.4. Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction, and data harvesting) on or in relation to the Website without the express written consent of the Company;
  - 3.5. Access or otherwise interact with the Website using any robot, spider, or other automated means;
  - 3.6. Use the data collected from the Website for any direct marketing activity (including, without limitation, electronic mail marketing, SMS marketing, telemarketing, and direct mailing); and
  - 3.7. Use the data collected from the Website to contact individuals, companies, or other persons or entities.

## E. Copyright notice.

1. The Website is owned and operated by the Company. The content of the pages of the Website is for general information and usage only.
2. All contents including text, design, graphics, and the information provided on this website are the copyright of the Company and all rights are therefore reserved.
3. The Company's name, logo, content, text, design, graphic, and the like shall not be used in connection with any service, product, or offer that is not the property of the Company in a way that is likely to create misunderstanding amongst Clients or the general public, or in any manner which demeans or discredits the Company or may be regarded as likely to do so.
4. Unauthorised use of information or any other content contained on this site without express prior permission of the Company may violate copyright, trademark, and other applicable Scotland laws. Neither the Company name nor any other element of its branding (including logo, design, images, or trademark) may be replicated, copied or used by any other in any manner whatsoever.

Subject to applicable law, permission to copy, alter, reproduce, publish, transmit, and/or otherwise distribute this content is forbidden without first obtaining the prior written permission of the Company.

5. Unauthorised use of this Website may give rise to a claim for damages and/or be a criminal offence.

## F. Breach of the Terms and Conditions Agreement.

1. Without prejudice to the Company's other rights under the Terms and Conditions Agreement, if a Client or a User conducts a breach in accordance with the Agreement in any way, or if the Company reasonably suspects of such breach then the Company possesses the rights and authority to conduct either or all of the following activities towards such Client or User at its convenience.
  - 1.1. Send one or more formal warnings;
  - 1.2. Temporarily suspend access to the Website;
  - 1.3. Permanently prohibit from accessing the Website;
  - 1.4. Block computers using such Client's or User's IP address from accessing the Website;
  - 1.5. Contact any or all internet service providers and request that they block access to the Website; and/or
  - 1.6. Commence any legal action, whether for breach of contract or otherwise.

## G. Governing laws.

1. The Client, the User, and the Company acknowledge and accept that the Terms and Conditions Agreement shall be construed and interpreted in accordance with the laws of Scotland.
2. The usage of the Website and any dispute arising out of such usage of the Website is subject to the laws of Scotland.
3. The Agreement is subject to the exclusive jurisdiction of the Courts of Scotland, and by agreeing to be bound by them, the Client, the User, and the Company agree to submit to the exclusive jurisdiction of the relevant Courts of Scotland in the event of any dispute.

## H. Availability of services.

The Company lists all the information regarding the availability for its services sold on the Website, including on each service information page. However, at certain times, the availability of such services might be compromised due to events not controlled by the Company or due to any other possible event which could delay the execution of such service. In such time periods, the User or the Client must be patient and understand the Company's position in solving the problem.

## I. Events beyond the Company's reasonable control.

The Company shall not be held responsible for any delay or failure to comply with any promises and/or obligations under this Agreement if such delay or failure arises from any cause which is beyond the Company's reasonable control.

## J. Complete Agreement and severability.

1. The Terms and Conditions Agreement is a complete Agreement between the Parties with regards to all the matters and issues as mentioned in it; there exists no Agreements express or implied not stated herein.
2. Each clause of this Agreement is severable; if any particular phrase, sentence, paragraph, clause, or clauses become invalid and inoperative by any court or other competent authority or otherwise then the same shall not affect or impair the validity, effect, and enforceability to the other parts of such phrase, sentence, paragraph, clause, or clauses. Therefore, the Client and the User agree that if any term or provision is held invalid, void, or unenforceable, then that provision will be considered severable and the remaining terms and provisions shall continue to be binding.

## K. Service description.

1. Each and every service that the Company provides to the Client has its various details and description on the Website's pages. The Company reserves the right to amend such pages and change the description of such Services at any time without giving any prior notice.
2. Subject to the terms of this Agreement, the Company agrees to provide carpet, upholstery, hard floor, and tile cleaning Services for various places including, but not limited to, residential houses, commercial offices, restaurants, bars, cafeterias, gymnasiums, schools, et cetera.
3. The Service shall be in accordance with the mutual agreement between the Company and the Client at the time of Booking.

4. The Company endeavours to provide the Service faithfully, diligently, and in a timely and professional manner.
5. The Company shall provide one or more Technicians to attend the Client Premises to provide the Service at a time and date mutually agreed between the Company and the Client.
6. The Technician or Technicians, prior to the commencement of the Service, shall conduct a full inspection of the area to be cleaned (such as carpet, tile, and the like); check the fibre; and take note of the problem areas such as stains and repair needed, if any.

## L. Service terms and conditions.

By accepting the Service through the website or any electronic means or non-electronic means, the Client agrees and accepts the following terms and conditions.

1. Since walking from a wet carpet onto a hard surface could be very slippery, the Client shall steer clear of recently cleaned carpet for at least four (4) hours or until completely dry for the purposes of safety. Most of the drying and fibre protection of the carpet takes place in the first four (4) hours.
2. In order to avoid stains or rust spots, the Client shall not put any small items such as lamps, tables, chairs, et cetera, on the carpet until after twenty-four (24) hours. The Client shall not remove any pads or blocks that the Technicians might have placed under the furniture until the carpet is completely dry; this usually and normally occurs in forty-eight (48) hours.
3. The Client understands that rippling could occur under certain conditions even after the carpet is properly installed. The adhesive that holds the backing of the carpet together could absorb moisture and expand. In most cases, this rippling shall disappear within seventy-two (72) hours.
4. The Client understands that in some instances, due to the sudden rise in humidity, the cleaning or treatment of carpets can trigger the alarm on Carbon Monoxide detectors.
5. The Client accepts that certain stains are difficult to treat and while every effort shall be executed to treat all such stains, the Company and the Technician do not guarantee the complete elimination of such stains. For instance- urine or other animal stains could remove the colour from fibres and such stains cannot be permanently eradicated. Pet owners shall be aware of the fact that an odour may sometimes result from a fungus that is released upon washing the carpet.
6. The Client understands that the stains derived from bleaching agents, acids, and permanent dyes may be permanent and cannot be removed with any treatment. The Company does not guarantee complete stain removal for any stains
7. The Company is not responsible for any pre-existing conditions that were not apparent upon visual inspection of the Client Premises during the inspection visit.
8. The Client understands that shrinkage may occur in mattresses depending on the type and quality of such mattresses. The Company cannot be held responsible for this occurrence, however, the Company shall stretch the mattresses as much as possible to return them to their pre-wash conditions.

9. The Client accepts that fading, colour changes, and dry rotting due to wear, sunlight, age, or deteriorated material that disintegrates in the cleaning process is frequently not noticeable in mattresses prior to cleaning, and the Company does not assume responsibility for these pre-existing conditions. Unstable colours may run when washed— pre-testing for colour fastness is completed on every mattress, but colour fastness cannot be guaranteed based on a spot test, and the Company is not responsible for dyes that run in the cleaning process.
10. The Client accepts that light cleaning or “in-home” cleaning of mattresses do not reach trapped dirt at the base of the fibres/the weave. This method uses warm water extraction to remove dirt and spots on the surface of the rug. The Client understands that this method can cause immediate and long-term damage to the mattress including shrinking, fibre deterioration, trapped soil, and agrees that the Company is not responsible for the outcome of a mattress that is cleaned using this method.
11. Mattresses that are made from viscose or art silk are very difficult to clean because of the nature of the material. By accepting the Service, the Client understands the following risks.
  - 11.1. Yellowing or browning often occurs when viscose gets wet. The Company shall try to lessen the colour change but shall be unable to prevent it completely.
  - 11.2. Viscose or art silk may fade when cleaned.
  - 11.3. Viscose or art silk has a tendency to shed.
  - 11.4. Viscose or art silk is likely to stiffen when drying; the Company shall groom it, but the material may not be as soft as it was prior to the Service.
  - 11.5. The Company assumes no responsibility in replacing a damaged viscose or art silk mattress after cleaning.
12. The delivery of carpets and mattresses is estimated between seven (7) to twelve (12) business days and shall be deemed approximate. Such delivery is subject to delays for reasons, if any, not under the complete control of the Company.
13. Mattresses that are damp from cleaning may cause damage to hardwood floors or other water-sensitive surfaces. The Company is not responsible for any damage to underlying surfaces during or following a cleaning on these types of surfaces.

## M. Photograph and video image waiver.

The Client grants permission to the Company the irrevocable and unrestricted right to produce and/or reproduce photographs and/or video images taken of the Client Premises, the Client, and the residents of the Client Premises including but not limited to children, pets, guests, employees, and/or contractors, for the purposes of publication, promotion, illustration, advertising, or trade, in any manner or any medium including but not limited to all forms of social media. The Client hereby releases the Company and its legal representatives for all claims and liability relating to said images or video.

## N. Bookings.

1. The Client shall make the Booking for the required Service in person, or by telephone, or via the Company's Website, or via any acceptable means as decided and mentioned by the Company.
2. By accepting the scheduled appointment as well as making the complete payment, the Client accepts that she or he has the legal authority to generate a valid sale with the Company and that she or he agrees to be responsible for the costs associated with such sale and the Agreement.
3. During the time of Booking, the Client must necessarily provide details of any hazards, slippery surfaces, risks, and dangers.
4. The Company provides all the price valuation estimates at the time of Booking.
5. The Company reserves the right to not accept a Booking for any reason it deems fit.

## O. Cancellation and modification of a Booking.

1. Any changes or modifications (including rescheduling and postponing) as necessitated by the Client must be contacted to and agreed by the Company in terms of Client Premises, payment, type of amended Service required, the time period for completion, et cetera. In the event of non-acceptance from the Company for any of the aforementioned requirements, the modification shall not be executed.
2. The modifications of Bookings (including rescheduling and postponing) shall be made at the absolute discretion of the Company. The Company is not authorized to agree to any changes to the Service being provided. All Bookings are amended subject to the Company's existing work schedule.
3. In the event that the modification of a Booking is made in less than forty-eight (48) hours prior to the Booking time then the Client shall be charged an additional minimum amount of fifty pounds sterling (£50 inclusive of taxes) for administrative costs and losses under modification fee.
4. The Client has the authority to cancel any Booking with the condition that a minimum amount of fifty pounds sterling (£50 inclusive of taxes) for administrative costs and losses shall be charged under the cancellation fee to the Client.

## P. Payment and non-payment.

1. The Booking amount for the services as desired by the Client is also the job quotation provided by the Company to the Client before the inspection of the Client Premises. After such inspection by the Company, the additional payment might be necessary, given the nature of the work in practice. Only a physical in-person inspection provides a proper estimation of payment and also ensures the best quality of services. The Client shall make no reduction or retention from the payment due under any invoice.

2. The job quotation or the Booking amount is based on information provided by the Client to the Company, and in the absence of a specific room, or clearly definable descriptions will be based on standard room sizes/seating positions. For example- Upholstery cleaning prices are as per seating position and are subject to the condition of the upholstery. Additional charges may apply for recliners, ottomans, chaises, loose cushions, et cetera. If the actual work to be performed is different to what has been quoted, the price will vary accordingly.
3. The Company may ask for additional payments after inspection if there are extra rooms or areas that the Company was not informed of during the Booking process or if the condition of the carpet or upholstery is deemed to be different from the information provided by the Client or the type of work differs from the service booked by the Client or the nature of work requires additional services that the Company was not made aware during the Booking process or due to any other reason.
4. For every Booking made by the Client, the payment is charged accordingly, subject to various additions of other services to such Booking as well as the specific job quotation for such Booking.
5. The Client must make the payment for the Booking on or before the Service date as mentioned in the Booking keeping in mind that after the inspection of the Client Premises, the payment terms can increase with respect to the practical nature of the work in this field- an online payment is a job quotation for the Booking. Additional services might be required- this can only be assured once the inspection by the Company is executed at the required Client Premises.
6. The Payment can be made by cash (Great Britain Pounds), credit card, or Interac e-Transfer. Any other mode of payment must be first agreed mutually between the Parties, and only after the consent of both, shall such mode of payment be utilised.
7. A nominal percentage of a service fee will be applied to payments made through credit cards and/or payments with invoices.
8. Various surcharges may be charged on any Booking for the following events, situations, and/or consequences.
  - 8.1. Any possible requirement from Clause- L- Service terms and conditions;
  - 8.2. Weekends, non-business hours, public holidays, inclement weather, et cetera;
  - 8.3. Client Premises outside of the nearby surrounding service areas of the Company's office location (it is only at the Company's sole discretion to decide for such nearness or farness of the Client's Premises from the Company's nearby surrounding service areas);
  - 8.4. Client's requirement to collect and/or return the access to Client Premises outside of the nearby surrounding areas of Client Premises. The surcharge shall be forty Euros (€40) in total in both collection and returning cases;
  - 8.5. Depriving of unencumbered access to Client Premises, including beings disturbing the work;
  - 8.6. Returned cheques from the banks {a minimum of thirty Pounds (£30) charge in addition to the amount written on the cheque}; and
  - 8.7. Discovery and uncovering of any hazardous waste; harmful materials such as asbestos or mould; the presence of other materials such as substantial amounts of powder carpet freshener, adhesives, or other cleaning agents, chemicals, or materials, and the like which require additional cleaning and potentially

multiple cleaning visits.

9. The Company reserves the right to cancel Bookings, without giving prior notice, due to reasons such as failed transactions and/or non-cleared funds amount of the Client in the past and/or any other reason which the Company deems fit.
10. The Client agrees to and authorises the Company to charge his debit/credit card he has provided to the Company with any outstanding amounts owed to the Company.
11. With subject to the Late Payment of Commercial Debts (Interest) Act 1998 and other applicable Acts governing in case of late payment, in the event that the Client fails to make the payment and the Services have been executed by the Company, then the Client's due amount shall incur a ten per cent (10%) compounding monthly interest as liquidated damages fees and/or as payment collection fees.
12. If no payment has been made by the Client, then the Company will use reasonable endeavours to contact the Client for payment. In the event that the Company cannot contact the Client then the Company reserves the right to contact local law enforcement personnel to pursue legal charges against the Client. The Company also reserves the right to pursue legal court proceedings in an attempt to collect monies owed at the Client's expense.
13. Certain payments arise from Client indemnifications.

## Q. Client indemnification.

The Client agrees to indemnify the Company in all the following situations and/or consequences.

1. All losses and/or liabilities arising directly or indirectly as a result of breach of the clauses laid down in this Agreement including defaulting on any due payment.
2. All legal and enforcement costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by the Company (including but not limited to court costs, filing fees, attorney's fees or any other costs) in connection with a demand, action, arbitration, or other proceeding (including but not limiting to mediation, compromise, out of court settlement or appeal and including any action taken for the recovery of a debt from the Client).
3. The Client understands that for any late payments, the Company bears a certain loss. These losses include, and are not limited to, additional charges, debt collection agency fees, legal costs, Court fees, and other reasonable costs. The Client shall bear all these Costs in order to indemnify the Company.
4. With subject to clause- P- Payment and non-payment and other relevant clauses of the Agreement, the Client accepts and understands that any additional expenses which the Company or its Technicians had to bear that were not initially mentioned during the Booking time, shall be indemnified by the Client.

## R. Refunds

Refunds or reimbursements for a service shall be issued to the Client after the Company has received the payment from the Client for that particular service. The various situations in issuing the refund or reimbursing the Client are as follows.

1. The client has cancelled a Booking in more than forty-eight (48) hours prior to the Booking time.
2. The Technician was unable to deliver the service in the required manner or in the proper manner expected, given that, in this case, the refund shall be issued only after the Company has perceived deficiency in such service.
3. The Company's absence or inability to inspect the Client Premises.
4. Any other situation or consequence in which the Company deems fit to issue the refund to the Client or reimburse her or him.

## S. Discounts and promotions

1. In the event that the Client requires a discount, the Company shall require the presentation of the valid and relevant voucher before providing the discount. Failure to present in advance of the Booking will result in refusal of the requested discount.
2. A discount voucher cannot be used in conjunction with any other offers or promotions.
3. The Company reserves the right to cancel any discounts or promotions without giving any prior notice.
4. The Company reserves the right to cancel any Booking if any misleading or false information was used to obtain discounted services.