



Terms and Conditions

This page tells you the terms of use on which you may make use of our website [https:// www.WitchClean.co.uk](https://www.WitchClean.co.uk) (our site). The Terms of Service are a legal contract between the individual using the Service (“you,” “Customer,”) and SmartSM Ltd (“Company,” “we,” “us,” or “our”).

Please read these terms of use carefully. By using our site and/or making a booking via email, phone or online, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site and/or making a booking.

1. Terms of website use

1.1 Accessing our site

- Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.
- If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.
- You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all people who access our site through your internet connection are aware of these terms, and that they comply with them.

1.2 Quotations and bookings concluded through our site and our liability to you

- We incur no responsibility or liability for any costs incurred from a failure of our online booking system or associated CRM software in relation to any booking you make with us



- A quotation does not constitute a booking confirmation. A booking time slot is only reserved once full payment or deposit (unless otherwise agreed) has been received.

1.3 Intellectual Property Rights

- We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
 - You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.
 - You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
 - Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.
 - You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
 - If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

1.4 Reliance on information posted

- Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed.
 - We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.



1.5 Our site changes regularly

- We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely.
- Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

1.6 Our liability for the material on the site

- The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:
 - All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
 - Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including:
 - A. loss of income or revenue;
 - B. loss of business;
 - C. loss of profits or contracts;
 - D. loss of anticipated savings;
 - E. loss of data;
 - F. loss of goodwill;
 - wasted management or office time; and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
 - This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.



1.7 Information about you and your visits to our site

- We process information about you in accordance with our [privacy policy](#).
- By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- We may send you promotional offers from time to time. By interacting with our website, you are permitting us to do so.

1.8 Viruses, hacking and other offences

- You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs, or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer, or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack.
- By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
- We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

1.9 Linking to our site

- 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, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.



- You must not establish a link from any website that is not owned by you.
- Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in these terms.
- If you wish to make any use of material on our site other than that set out above, please address your request to quote@WitchClean.co.uk

1.10 Links from our site

- Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.
- We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

1.11 Jurisdiction and applicable law

- The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.
- These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

1.12. Variations

- We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Thank you for visiting our site.



2. Services Terms and Conditions (General)

Please read these terms of use carefully. By using our site and/or making a booking via email, phone, or online, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site and/or making a booking.

2.1 Pricing, Parking and Congestion Charging

- Prices quoted by the Company are based on average completion times.
- We reserve the right to amend the initial quotation if upon inspection of the property or during the cleaning the supervisor assesses that the job is going to take more time to complete, or should the Customer's original requirements change. Any revised price will have to be accepted by the Customer before the additional cleaning time is carried out.
- We require a parking space or valid permit for one vehicle, or metered parking is to be paid by the Customer in order for us to carry out any cleaning services.
- The Customer is fully liable for paying any parking penalties incurred from any mistake or misinformation on their part.
- If the property being cleaned is in the congestion charging zone the congestion charge will need to be paid for by the Customer
- At the time of booking please notify us of any expensive items, including furniture, which may require specialist treatment or chemicals. This includes parquet and oak flooring, wooden work surfaces, and any other custom-made items.

2.2 Insurance and Liability

- The Company and approved sub-contractors (whether Labour only or Bonafide) hold public liability insurance to the value of £5,000,000.
- Claims can be covered by the Company and/or its sub-contractors insurance, only if the damage/breakages are reported within 48hours of the cleaning service visit.



- We reserve any right to refuse disclosure of confidential company documents.
- We shall not be liable for any third parties or their actions who enter or are present at the Customer's premises during the cleaning visit nor any costs incurred of said 3rd parties not being granted access. The cleaners cannot be relied on to grant access to the property to any third parties.
- Items excluded from the cleaning company's liability include: cash, jewellery, art, antiques, and items of sentimental value. Refunds for items of sentimental/personal value will be made only at their current cash value.
- We request all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and/or not cleaned by the cleaning operatives.
- We are not responsible for any existing damage to the Customer's property in the form of old stains/burns/spillages etc. which cannot be cleaned/removed completely by the cleaning operative using the industry standard cleaning methods.
- We are not liable for any damages caused by faulty products/equipment provided by the Customer.
- We are not liable for any damages caused by faulty or broken items which lead to other damages.
- Arrival times and cleaning times are an estimate. The company will not be liable, under any circumstances, for missed/cancelled appointment costs or any other costs owing to delayed arrival or completion times.

2.3 Contracted cleaners and sub-contractors

- The Company reserves the right to use contracted cleaners and/or sub-contractors for any of its cleaning services and without providing any prior notification. Our standard cleaning guarantee will apply.

2.4 Claims for damages

- While our operatives make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed.



- In case of damage, proven to be caused by the Company or one of its sub-contractors, the Company must be given the first opportunity to make good the damage using their approved maintenance contractor. Under no circumstances will we be liable for any damage where this is not permitted by the Customer, landlord, or managing agent.
- In case of damage, proven to be caused by us, The Company will repair the item at its cost. If the item cannot be repaired the Company will rectify the problem by crediting the Customer with the item's present actual cash value toward a like replacement. This liability applies only once the payment for the service has been received in full.
- Where the damage results in the Company needing to make an insurance claim, the age of the broken or damaged item(s) will be taken into consideration when calculating its replacement value. The Customer will be put back into the position they were in before the loss occurred.

3. End of Tenancy Cleaning

View our [end-of-tenancy cleaning checklist](#) for a comprehensive list of what is included in the standard service.

3.1 General

- For bedrooms bigger than 20 square meters and living rooms bigger than 40 square meters the price will increase.
- The Customer must ensure that all personal belongings are completely moved out otherwise an additional £50+VAT may be charged. Where belongings are present our cleaning guarantee will not apply to that area.
- Rubbish or waste removal is not part of our end of tenancy cleaning service and will incur an additional charge
- If the Customer is more than 30 minutes late a late fee may apply
- The Customer is to ensure that hot running water and electricity is provided and that there are no blocked drains. An additional charge of £50+VAT will be applied if we have to unblock



drains. Should no electricity or running water be provided we are permitted to leave the property and will not be liable, under any circumstances, for any costs associated with the cleaning not being carried out.

- Price quoted is based on one single fridge freezer and one single oven. Larger appliances will incur a further cost to clean.
- If ladders are required to reach high areas, then this must be stated at booking.
- Cleaning of walls, mould on walls and ceilings, the inside of toasters, kettles, and other electrical appliances is not part of our [end-of-tenancy cleaning checklist](#). Wall washing needs to be added at the time of making a booking.
- Cleaning of vacuum cleaners, ironing boards, curtains and other items left in storage cupboards is not part of our [end-of-tenancy cleaning checklist](#).

3.2 Cancellations

- If you cancel your cleaning appointment less than 48 hours prior to the scheduled time, we will charge you a £75+VAT cancellation fee. Cancelling your service more than 48 hours in advance of the appointment, will incur no charges.
- If you reschedule your cleaning appointment less than 48 hours prior to the scheduled time, we will charge you a £25+VAT cancellation fee. Rescheduling your service at least 2 days in advance of the appointment, will incur no charges.
- The booking fee/deposit is non-refundable.
- We reserve the right to refuse any cleaning job if the condition of the property is hazardous to the health and wellbeing of our operatives. If we are not made aware of this before arrival and we are unable to carry out the work as a result, the Customer will be charged a 100GBP+VAT non-refundable fee.
- The cleaning company has the right to cancel or reschedule a service in cases where an accident or any unexpected circumstances have befallen the assigned cleaning team.
- The Customer is liable for any mistakes they make in regards to incorrect bookings. If a booking date is incorrect and the cleaners are turned away a £65+VAT fee will be paid by the Customer.
- The Customer can reschedule or cancel the appointment over the phone or by e-mail.



3.3 Complaints and Cleaning Guarantee

- No refund claims will be considered once the cleaning service has been carried out.
- All services shall be deemed to have been carried out to the Customer's satisfaction unless written notice is received by the Company with details of the complaint within 7 days of the work being completed. We will fully investigate any complaint and attempt to resolve it in a professional and timely manner.
- The Customer agrees to allow the Company back to re-clean and inspect any disputed areas/items before arranging a third party to carry out services or refusing to pay for the service.
- The Company reserves the right to only offer one recovery clean per service.
- Where access is denied for a re-clean, we are not liable for any costs associated with not being granted permission to re-enter the property and carry out the re-clean.
- Our cleaning guarantee applies for one week from when the cleaning was completed. Any complaints after this time may not be considered.
- 3.8 We cannot guarantee our End of Tenancy Cleaning service when people or personal possessions are still present in the property during or after the time of the cleaning.
- Fridges and Freezers should be emptied and defrosted prior to our arrival and turned off so we can clean them. We will not be liable for cleaning freezers that have not been defrosted and reserve the right to return to re-clean the property for this reason alone.
- We will do our best to make sure your appliances are cleaned to a high standard. However, if they have not been cleaned since they were purchased regrettably, we will not be liable for ingrained dirt that cannot be removed using chemicals.
- We cannot guarantee the removal of pet odours or cigarette smoke during the cleaning and will not be liable for any deductions for this.



4. Carpet and Upholstery Cleaning

- The Company shall not be liable for the shrinkage of carpets as a result of poor fitting.
- The Company is not liable for any wear or discolouration of fabric that becomes more notable once dirt is removed.
- Carpet Cleaning booked along with End of Tenancy Cleaning is not part of the 1-week hours guarantee that applies for End of Tenancy Cleaning.
- We shall not be responsible for any damage caused as a result of the Customer placing furniture on a carpet which has not completely dried.
- The Company cannot guarantee the removal of pre-existing stains and/or any discolouration of the carpet
- Please notify us at the time of booking if your carpet is a natural pile e.g., wool or hessian
- The Customer shall be responsible for the removal of all furniture, goods, and breakables for the purpose of cleaning. The Company will not accept responsibility for any damage caused to furniture, goods, or chattels not removed by the Customer unless damage has occurred as a direct result of negligence or lack of care on the part of the Company or its servants.
- Unless otherwise agreed prior to work commencing, it is accepted that stationary items such as televisions, side cabinets, bookcases, wall units, filing cabinets etcetera will remain in place and no cleaning will be carried out beneath these units, the same will apply into closets and cupboards.
- We will endeavour to note, identify and remove all spots and stains requiring treatment, however, the entire removal of some spots and stains are not guaranteed due to the staining properties of the products i.e., tannin, rust, DIY spotting agents etcetera.
- Liability cannot be accepted for colour run or migration due to manufacturers using non-colourfast dyes or markers in frames, trimmings, padding, stuffing, piping sewing threads, linings, and valances.



5. Office and Commercial Cleaning

5.1 General terms

- Trial offer is for a 30-day period only.
- The service will not automatically be continued after the trial period. To continue with the service a 12-month contract will need to be signed based on a 52-week year with a one calendar month notice period.
 - We reserve the right to charge for the additional service provided on bank holidays.
 - Monthly invoices are not reduced for shutdowns over holiday periods e.g., Easter, Christmas, and New Year.

6. Refund Policy

- When the customer cancels an Online Booking within 72 hours:
 1. Full Payment – Money refunded except Booking Fee.
 2. Only Booking Fee – Non-Refundable.

<https://WitchClean.co.uk> is a site operated by SmartMS LTD. We are registered in England and Wales under company number 13696884.