



## **Spotless Garments Service Terms & Conditions**

### **1. Our Agreement with you**

- 1.1. These terms ("Terms") will apply to any order you place with Spotless Garments and we accept from you ("Order"), including any changes to an Order.
- 1.2. We may change these Terms from time to time and it is the current version which will apply to each Order when you place it.
- 1.3. Please read these Terms carefully and make sure that you understand them before placing an Order. The Terms restrict our liability to you in certain circumstances.
- 1.4. We provide dry cleaning and/or laundry services and/or ironing collected from and delivered to your nominated address ("Services").

### **2. Placing an Order**

- 2.1. Please ensure that you check the details of your Order before submitting it as we will not be liable to you for any errors you make.
- 2.2. We will confirm any changes to your Order by email.
- 2.3. Submission of an Order does not create a contract between us. The contract arises when we send you an email confirming acceptance of your Order. The email will include your billing information.
- 2.4. We will assign an order number to each Order and inform you of it when we accept the Order. Please quote the order number in all subsequent contact with us.
- 2.5. If for any reason we are unable fulfil your Order, we will let you know by email.

### **3. Changes to your Order**

- 3.1. You may make a change to an Order at any time before the collection time set out in our email acceptance of your Order by contacting us at [anne@spotlessgarments.co.uk](mailto:anne@spotlessgarments.co.uk) clearly stating your order number.
- 3.2. Without your consent and at our discretion, we may make a change to your Order as an alternative to cancelling it.
- 3.3. Where changes are made to an Order we will reissue the Order confirmation to you via email.

### **4. Cancelling or Rescheduling your Order**

- 4.1. You may cancel or reschedule collection of your Order with no additional charge at any time up to 4 hours before the collection time by contacting us at [anne@spotlessgarments.co.uk](mailto:anne@spotlessgarments.co.uk).
- 4.2. You acknowledge that once an Order has been collected from you, we have begun providing the Services to you and that any rights of cancellation or rescheduling you may have under the Consumer Contracts Regulations or any equivalent law or regulations will be lost.
- 4.3. Cancelling or rescheduling your order less than 4 hours before a collection or failing to be present for collection will incur a £5 additional charge.
- 4.4. Cancelling or rescheduling your delivery less than 4 hours before a delivery or failing to be present for delivery will also incur a £5 additional charge.

### **5. Our Rights to Cancel your Order**

- 5.1. We may cancel an Order and the contract between you and us in the following circumstances:
  - 5.1.1. if you fail to make an Order available for collection; or



5.1.2. if we consider that any item in an Order does not correspond with the Order, is damaged, has no information about its content or cleaning instructions, or does not fall within those items which we accept for cleaning (see our FAQs).

5.2. If we cancel your Order we will contact you by email. Where we have already started work on your Order, we will not charge you anything and you will not have to make any payment to us. We will arrange to redeliver the Order to you at the original redelivery time or as soon as reasonably possible.

## **6. Collection and Delivery**

6.1. We will use reasonable endeavours to collect and deliver an Order at the times specified in the Order but we cannot guarantee to do so. We will use reasonable endeavours to communicate any delay to you.

6.2. If you are not available to accept delivery of your Order, we will contact you to arrange delivery at your convenience.

6.3. If delivery is not possible due to you being unavailable at the designated time, a non-delivery charge of £5 will be charged for each consequent attempt of delivery.

6.4. If you have failed to accept or arrange delivery of an Order for more than 90 days after the delivery date specified in the Order we may dispose of the items in the Order or donate it to an accredited charity of our choice.

## **7. Services**

7.1. We will provide the Services with reasonable care and skill in accordance with good industry standards.

7.2. We will not be liable for any delay or non-performance of the Services where you have failed to provide accurate information in your Order, for example if an address is incomplete or inaccurate, or if you fail to accept delivery of the Order in accordance with an Order.

7.3. We will not be liable for any item provided without a care label, but if we decide to clean the item we will clean it in a manner we deem most appropriate.

7.4. We may contact you if we consider any items submitted to us to be at an increased risk of damage, including, but not limited to, items:

7.4.1. with special requirements or instructions for cleaning;

7.4.2. which are damaged or stained; or

7.4.3. bearing an extraneous or hazardous thing, e.g., pins, jewellery, coins, pens etc, and at our discretion and with your consent may agree to provide the Services at your risk in respect of those Items.

## **8. "Wash & Fold" and "Wash & Iron" and "Iron Only"**

8.1. It is your responsibility to check thoroughly all the items in your Order for hazardous items, e.g., coins, pens, keys etc, as we hold no responsibility for any items lost or damaged as a result of the cleaning process.

8.2. We wash and dry clothes at temperatures appropriate to the garment type. We do not iron Wash & Fold items.

8.3. We will separate the clothes into lights and darks for you. Although we will take the utmost care in doing this we will accept no responsibility if there is any bleeding or colour transfer during the cleaning process.

8.4. We measure and charge laundry by the Kg. We always round up to the nearest Kg but wont double charge. E.g. If you send 3.5Kg of Wash & Iron and 1.5 Kg of Wash & Fold you will be charged for 4Kg of Wash & Iron but only 1Kg of Wash & Fold. We will update your Order after we have your items at the facility and you will receive a confirmation email.

8.5. We will not be liable for damage to items as we wash by the load and do not inspect the care labels of each garment.

8.6. Items are tagged by the load and not individually tagged, so we cannot accept any liability for missing items.

## **9. Curtains**

9.1. We take special care with curtains. However, we accept no liability for the following:

9.1.1. shrinkage;



- 9.1.2. damage by sunlight, age, general wear and tear and certain atmospheric conditions which may have weakened the fabrics which would cause them to shred during the cleaning process;
- 9.1.3. some glazed fabrics which become fully or partially delustered; or
- 9.1.4. cleaning which removes soiling which may reveal sunlight, yellowing of fabric through smoke damage, colour loss caused by wear, condensation 'tide' marks, or hidden staining.

## **10. Price and Payment**

- 10.1. The price of the Services is clearly displayed when placing an Order.
- 10.2. We have a minimum order value, which is clearly displayed when placing an Order. If you select items which amount to less than the prevailing minimum, we will charge you the minimum.
- 10.3. Our prices may change at any time, but price changes will not affect Orders that we have accepted at that stage.
- 10.4. Our prices include VAT. However, if the rate of VAT changes between the date we accept your Order and the date of payment, we will have to adjust the rate of VAT that you pay.
- 10.5. Upon placing an Order we capture the payment but do not directly charge your card, although some banks will show it as a recent transaction. We process payments when we have checked in your Order.
- 10.6. If your final total is greater than your captured total (we will have updated you on this) it may show on your recent transactions but the captured amount will be released when we have taken the full payment. We will take payment from the debit or credit card, details of which were supplied with your Order.
- 10.7. If for any reason we are unable to take payment you will become liable to us for the sum due plus interest at the rate of 3% a year above the base lending rate of Bank of England from time to time. Interest will accrue on a daily basis from due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 10.8. We will not deliver your Order and we will hold your items until we have received payment in full. We also reserve the right to charge for reasonable storage costs.

## **11. Our Liability to you**

- 11.1. If there is any problem with the Services please contact us at [anne@spotlessgarments.co.uk](mailto:anne@spotlessgarments.co.uk) as soon as possible, and in any event within 24 hours of delivery of an Order.
- 11.2. In the unlikely event of loss or damage to an item, we will pay compensation in line with the Fair Compensation Guidelines as provided by the Textile Services Association. The Textile Services Association guidelines indicate that fair and reasonable compensation be paid on the basis of allowing for wear and tear and the age of the item. It is considered reasonable for us to ask for receipts, bank or credit card statements confirming the purchase price prior to agreeing any compensation. Failure to produce a valid proof of purchase may limit the compensation amount offered.
- 11.3. In any event, where we are liable to pay compensation for damage to items:
  - 11.3.1. we will not be responsible for any single item valued at more than £250 unless we have received (and acknowledged) notification via email from you; and
  - 11.3.2. our total liability is limited to 10 times the value of your Order.
- 11.4. We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purpose.
- 11.5. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.6. We will not be responsible for any loss or damage (including, without limitation) any colour loss or bleeding, shrinkage or other damage, resulting from the following:
  - 11.6.1. failure to notify us of any special requirements or instructions for cleaning the item;
  - 11.6.2. the fact that the item has no label indicating cleaning instructions;
  - 11.6.3. any existing damage to the item at the time of collection;



11.6.4. any extraneous objects left in or on the item, including but not limited to coins, buttons, jewellery, cufflinks, collar stiffeners, pens or tie clips etc; or

11.6.5. any extraneous packaging provided with the item, including but not limited to hangers, suit bags, personal laundry bags etc.

11.7. We will not be liable for any consequential loss.

11.8. We will not be liable for any damage to buttons, zips, and other similar parts.

11.9. We use a tagging system to tag items in your Order. By placing an Order you authorise us to use tags. Whilst very unlikely, we accept no responsibility for damage or loss to items which tagging may cause.

11.10. In the event we pay compensation for damage we cause, we reserve the right to retain permanent ownership of damaged item.

## **12. Quality Guarantee**

12.1. We check each and every item before it is returned to you. However, if you are not completely satisfied then simply contact us within 24 hours of delivery and we guarantee to re-clean your items free of charge. Any re-clean requests submitted after 24 hours will be considered on a discretionary basis.

12.2. To request re-cleaning please email us at [anne@spotlessgarments.co.uk](mailto:anne@spotlessgarments.co.uk), providing a clear and concise summary and attaching photos.

12.3. Please note it is not always possible to remove stains. If we cannot remove a stain we will tell you by way of a note returned with the item. In these circumstances, we are not able to offer a complimentary re-clean.

## **13. Vouchers and Promotions**

13.1. Vouchers are subject to expiry dates and value for particular promotions.

13.2. These Terms apply to all vouchers.

13.3. Vouchers cannot be used in conjunction with any other voucher or any other offer.

13.4. Only one voucher or code may be used per transaction.

13.5. Vouchers are strictly non-transferable, and have no cash value. Placing a voucher for sale is strictly prohibited and renders the voucher void.

13.6. We reserve the right to reject a voucher with reasonable cause.

13.7. We reserve the right to withdraw any offer at any time and without warning.

13.8. To redeem a voucher you must present the code found on the voucher at checkout.

13.9. The minimum order value for orders using a voucher code is £20 or otherwise specified.

13.10. Once activated, vouchers must be used within 24 hours.

13.11. Vouchers are issued on and limited to a one per household basis.

## **14. Referral**

14.1. We sometimes offer referral promotions. To benefit from the referral offer, the existing customer must use the referral code created in the website/app or the code printed on the direct mail gift card.

14.2. The existing customer will only receive their referral voucher once the referred friend has completed a transaction and the order payment has been processed successfully.

14.3. We only accept referrals for new customers orders.

14.4. Referral vouchers cannot be used in conjunction with any other offer or promotion.

14.5. Referral vouchers are issued on and limited to a one per household basis.

## **15. Gift Cards**

15.1. Digital or hard copy gift cards cannot be redeemed for cash or returned to us for a cash refund.

15.2. Any amount not used on a digital or hard copy gift card can be redeemed on another order.

15.3. Gift cards can be used in conjunction with any other voucher or offer but you need to email us to apply them as only one can be applied at the online checkout.



15.4. Digital or hard copy gift cards cannot be sold and any such sale will invalidate the gift card making it void.

15.5. Gift cards do not expire

15.6 If multiple gift cards are to be used please email us to apply them as only one can be applied at the online checkout.

#### **16. Miscellaneous**

16.1. We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

16.2. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.3. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.4. These Terms are governed by the law of England and Wales and will be subject to the exclusive jurisdiction of the courts of England and Wales.

*Spotless Garments 25th November 2018*