

# TERMS AND CONDITIONS

#### 1/. Payment Terms

- We accept Card and cash payments. We do not accept American Express.
- Unfortunately, we don't accept cheque payments.
- All invoices must be paid on collection of garments or as otherwise directed by us and we reserve the right to retain your goods until payment in full is received.
- We reserve the right to suspend servicing you if old orders remain unpaid.
- We reserve the right to change all quoted prices, and these are subject to change without notice.
- Direct Debit customers If a customers direct debit payment fails to clear, a fee of £30+VAT will be applied to their account
  to cover additional administration costs incurred.
- A late payment fee of £30+VAT will be applied to all invoices not paid by the due date.

#### 2/. Collection of Garments

Items not collected within 30 days from arranged collection date potentially will be sold to recover losses incurred during the cleaning process. We will make every effort to contact you before this deadline arrives. We will not be held liable for any loss that you may suffer in such an event.

# 3/. Right to Refuse

Jamiesons Dry Cleaning and Laundry Services Ltd reserve the right to refuse our service to any customer.

# 4/. Pricing

Jamiesons Dry Cleaning and Laundry Services Ltd reserves the right to change prices at any time and is not responsible for errors on the website/price lists/advertising material related to pricing.

## 5/. Personal Items

It is customer's responsibility to check all their garments for money, jewellery or other valuables before bringing it to us. We will not be responsible for any personal items lost. If we do find any valuables in your garments; we will attempt to return to you.

# 6/. Care for Garments

All cleaning will be carried out in accordance of the care instructions on your items. Upon an item being deposited <u>without</u> a care label, we will do our best to advise you of the best way to process your item and any risk that may be involved. If you still wish to proceed with the cleaning of your item you will be required to sign your ticket giving us permission to proceed as agreed. In the event that the item is damaged in any way, we will not accept responsibility.

We accept no liability for garments that have missing or removed Care Labels.

We check garments for any damage that could be exacerbated by the laundering/dry-cleaning process. If we have any concerns regarding a garment, we will make an attempt to contact you and obtain your approval to tailor the garment ahead of cleaning it. If we are unable to gain your approval, we shall refrain from cleaning the garment in question. Likewise, if we have any concern about the colourfastness, age, or condition of the garment, we will contact you in a similar fashion to obtain your approval, or return the garment to you untreated.

### 7/. Safe Cleaning Guarantee

We offer a safe cleaning guarantee. This means we will process every garment we accept safely. This does not mean we will remove every stain from every garment. If it is our professional opinion that stain removal will be unsafe, or will compromise our safe cleaning guarantee, stain removal efforts will cease.

### 8/. Silk Dresses and Garments

If your dress / garment is made of silk and is being cleaned for the first time, you should be aware that even when using the most delicate dry cleaning techniques, there is a very remote possibility of very slight texture, or size changes to the silk.

# 9/. Wedding Dress Service

All wedding dresses will be inspected at the counter and any possible cleaning problems will be pointed out at this time. We will only process wedding dresses in accordance with their care label. While we will aim to get your dress back to its original condition this is not always possible due to the types of material or staining on them. We cannot accept responsibility for any damage to or caused by the beading/embellishments on the dress. Should we recommend the removal of beads or other decorations on the dress this will incur an extra cost to yourself. We cannot be held responsible for any delay in cleaning of your wedding dress as your dress may have to be stain treated and processed multiple times.

# 10/. Curtain Cleaning service

Many types of curtains tend to shrink but this shrinkage is not much. The shrinkage is due to atmospheric conditions, humidity, temperature and exposure to sunlight. Material manufacturers are required to ensure that fabric shrinkage will not exceed 3% and any allowance to this degree should be made when making up the curtains. Yellow marks due to humidity and condensation are very hard to remove and, in many cases, not possible and so are with sofa covers and cushion covers. So, we will not be held responsible for these kinds of stains. There is an element of risk when curtains are cleaned. We cannot accept responsibility for sun damage to the colour or to the linings. If the linings are sun damaged too badly this can cause the linings to fall apart during the cleaning

process. If you have blackout or thermal linings these can deteriorate or melt during the process – we will not be held responsible for any damage to blackout during the cleaning process. Water damage to the curtains or linings is unlikely to come out.

If you have asked us to take down and rehang your curtains for you, we expect the area around the windows to be clear. We will not be held responsible for any damage incurred.

### 11/. Suedes / Leathers and Natural skins

Prior to undertaking any specialist cleaning of the aforementioned textiles / skins will be covered under sperate terms and conditions specific to these articles. This is due to the inherent dangers of cleaning animal skins. Our staff member will advise of the pitfalls and potential damage that may occur during the cleaning process. All cleaning of these articles are undertaken at the customers risk, cleaning of these article will not be undertaken without a signed 'conditions of acceptance' form, provided by JDCLS.

#### 12/. Wet Cleaning / Multi-solvent

At JDCLS we have four different cleaning processes at our disposal. Each process, whether traditional laundering or Perchloroethylene dry cleaning, or exotic Hydrocarbon or Miele Wet cleaning – with your permission we will utilise the best process considering fabric, style, stains and age of garment.

Wetcare by Miele (wet cleaning) is a reliable new cleaning process utilising biodegradable detergents, highly efficient programmable washing machines, specialist dryers and garment tensioning equipment. We will ask your permission to process via this technique and any technique we deem more suitable to minimise damage to your garments / items. If you agree to any process deviating from the care label instructions, we will not be held responsible for any damages incurred.

### 13/. Alteration Repairs and Tailoring

We work with a third-party business where all items accepted for repair or alteration are sent out for specialist treatment. We do not assume responsibility for any damage to repair or alteration items and issues can be taken up directly with the third party business (details can be provided should an issue arise). All repairs are carried out according to the instructions that you give us. You will be required to sign confirming the instructions given by yourself. We do not take any responsibility if these instructions are wrong. The cost will be confirmed before the work is carried out.

# 14/. Trimmings- buttons, beads, belts etc

Although we are unable to accept responsibility for loss or damage to beads, crystals, sequins, buttons, diamante's, pearls, buckles etc., due to their inherent unsuitability for dry cleaning, we have unrivalled skill and experience in identifying the most appropriate cleaning methods for each specific piece having examined it's decorative components.

This is a design issue rather than a cleaning one - we have to rely to a certain extent on the fact that the dressmaker / manufacturer has attached the beads adequately and has used beads which are suitable for dry cleaning - although we will of course do our best to check and test the components before cleaning. All such items are cleaned at the owner's risk, as Jamiesons Dry Cleaning and Laundry Services Ltd, cleaners will not take responsibility under any circumstances.

## 15/. Stain Removal

We inspect every item before returning it to you to ensure that it meets our strict quality standards. We will make every attempt to remove stains without damage to your item but it should be noted however, that we do not guarantee the removal of any stains. In any case, the cleaning charge will apply regardless of whether the stain has been removed. Stain removal is often made easier if the stain is identified before cleaning and our ability to remove it will depend on several factors (including but not limited to age of the stain, composition, previous attempts to clean, nature of the fabric and dye).

### 16/. Collection and Delivery

We offer a collection and delivery to the local Hexham area. Times and dates are only estimates and do not form a contract as work volume and breakdown could delay collection and delivery schedules.

# 17/. Damage of Garments

In the unlikely event of damage please inform us within 24 hours of receiving your garments. If needed we will collect your garment, investigate and contact you within 48 hours.

Count discrepancies must be reported within 24 hours of picking up of your garments so that we may investigate the matter. After that we will not assume any responsibility for damaged or missing items. We are not responsible for any loss or damage after delivery to your doorman, concierge or other authorized person. We will investigate any complaint promptly and pay fair compensation for damage or loss due to our negligence. In the event of damage if we determine we are responsible then we will replace the item or offer a service credit agreed by both parties. If it is unclear who is responsible for the damage then we will arrange for an independent analysis by a fabric care research laboratory <a href="http://www.satra.co.uk">http://www.satra.co.uk</a>. Restitution will be made based upon the lab's report. Should a report from the independent tester suggest in any way shape or form that the damage caused is due to our cleaning processes, we will compensate you. This should not exceed ten times our charge for cleaning that garment regardless of brand or conditions.

# 18/. Loss of Garments

We exercise utmost care in processing garments received to avoid misplacement or loss of items. However, there will be instances where items may get misplaced or lost. As such, we ask that you advise us of any discrepancy within 24 hours of picking up your garments so that we may investigate the matter and make a determination.

Re-imbursement for all lost items is subject to the presentation of proof (in the form of a till receipt or otherwise) to establish the proper value of the garment(s). Customers who cannot present suitable proof are requested to provide reasonable estimates of the value of the lost garment(s), which may be accepted at our discretion. Should neither sufficient proof nor reasonable estimates of the value of lost garment(s) be provided, our liability with respect to any lost garment(s) shall not exceed ten times our charge for cleaning that garment.

No claims for lost items will be recognised unless you advise us of the same within twenty-four (24) hours of collecting the garments.

### 19/. Claims Policy

Liability for any reason (including, but not limited to, lost or damaged items) is limited to the lesser of 10 times the cleaning cost or the depreciated value of the item as determined by the Textile Service Association (TSA).

We will not be liable for any item(s) not collected more than 30 days after dropping-off such item(s) with us.

- Any claim settled by us will be on condition that it is accepted by you as full and final settlement
- We will not be liable for any damage which is not related to or caused by the cleaning process such as fire / rodent / theft / flooding etc.
- We follow the Textile Service Association (TSA) industry guidelines for fair compensation. From these guidelines we would
  potentially compensate you once liability is proven by us, only once the age, original value and proof of purchase from you is
  clearly established. We do not replace old for new and therefore need to establish the age, state and condition of the item(s)
  prior to any compensation being paid out. We will apply a depreciated value to the item(s) as set out by the TSA guidelines.
- If there is doubt as to the cause of damage to any item then an independent third party will be appointed by Jamiesons Dry Cleaning and Laundry services Ltd <a href="http://www.satra.co.uk">http://www.satra.co.uk</a>. The result of such analysis will be final and will form the basis for any compensation due. The costs of any such analysis shall be paid for by the party which the fabric care research laboratory determines is liable.

# 20/. Complaints

If you are not happy with the quality of our cleaning or repairs, please contact us within 24 hours of picking your items up. We aim to have all complaints dealt with within 48 hours where possible.

#### 21/. General Exclusions

Sorry but we cannot be liable for:

- (a) Any item which suffers colour loss / shrinkage/ damage, during the cleaning process, whereby the manufacturer's care label instructions have been adhered to.
- (b) Any feather / down / fibre filled item.
- (c) Any accessory attached to or contained within any item. An "accessory" means (but is not limited to) belts, buckles, buttons, broaches, beading, painted logos, leather trims, furs, signs, zips, hoods, collars and inner linings.
- (d) Any item which is damaged by any accessory on that item.
- (e) Any ink marks left behind by our poly-marking label system.
- (f) In the event that any garment / item is lost / damaged by us and is part of a set E.G., two-piece suit / furnishings / curtains / upholstery / laundry, we will only compensate for that lost / damaged item that is documented on the customers ticket. We will not compensate for retrospective value of set loss / damage.
- (g) Any item that does not show cleaning instructions, unreadable, missing or removed care label.
- (h) Any item that has deliberate crinkles or creased effects on the fabric which are removed during our cleaning process.
- (i) Any item with faulty adhesives or interfacing which leave a mark after cleaning.
- (j) Any item which, due to wear and tear or due to its integral nature, is unable to withstand an industrial laundered or dry-cleaned process.
- (k) Curtains, blinds (venetian, roman) For the avoidance of doubt we are not responsible for the following:
  - Glued-on trims many adhesives will not withstand the solvents used in cleaning, especially if affected by exposure to light or
    if more than one year old.
  - Tassels these may have been weakened by the effects of light.
  - Tie-backs many of these are not designed to be dry-cleaned. Some are stiffened with plastic liners and often glued during
    make-up for ease of manufacture.
  - Weights in the bottoms of curtains these can be small, round, lead weights or chains that can-do untold damage during cleaning as they are smashed against the cage sides during the tumbling action. Customer must remove if possible.
  - Swags and tails these are often cut on the cross (bias) to aid the drape. They can be pulled out of shape during cleaning.
  - Silver and gold painted designs most pigments only adhere lightly to the surface of the fabric and can be lost during cleaning. Some may survive the first or second clean, but loss can be progressive over each clean, depending on the amount of mechanical action they are subjected to. Please be aware we are not responsible for this loss.
  - Flocked velvet may change in nature and become hardened.
  - Watermarks contained within the fabric May not be possible to be removed during cleaning.
  - Old or Poor Stitching May loosen during cleaning.
  - Weakened Fabric as a result of ultra violet light exposure May only be noticeable after they are taken down. Weak fabric
    may be damaged during cleaning.
  - Shrinkage In the cleaning process may be up to 3-5%. Stretching post-cleaning may restore some of this length, but they may relax over time.
  - Black out/vinyl backed linings There is a high risk that these linings may blister and peel in the cleaning process.
     Manufacturers should use materials/linings suitable for dry cleaning but often do not. We estimate 1 in 10 blackout linings will be damaged in dry cleaning.
- (I) Household items (duvets, bedspreads, upholstery covers), leather and suede items

Please note that adhesives, defects and faults which were previously camouflaged in manufacture may become more apparent after the cleaning process, and although every care is taken, we cannot always disguise natural flaws or totally remove adhesives, or stretching techniques employed by the manufacturer. These items may "age" after cleaning. All items are therefore only accepted by us for cleaning at your own risk.

- (j) Any leather / Suede / Fur garments or accessories (including handbags and shoes). Any item containing any suede, leather or fur (e.g. elbow patches);
- (k) Any item that you have agreed to be handled "at owners' risk"
- (I) We do not accept liability for any personal laundry bags that are not Jamiesons Dry Cleaning & Laundry Services Ltd branded bags.

# 22/. Vouchers and Offers

All vouchers and offers, whether displayed on the website, advertisement, leaflet or any other means, have no monetary value and cannot be exchanged fully or partly for cash. They can only be redeemed as part or full payment on an order.

Vouchers are for the items specified only, and not exchangeable or transferable for other items or orders.

All offers and vouchers terminate at the end of the calendar year of issue, unless otherwise stated.

### 23/. Service washes and Laundry

All services washes (clothing/towelling/linen) are washed at 40 degrees using professional laundry grade detergents and tumble dried at 60 degrees, unless advised by you— the customer.

As individual items are not checked, we will not be held responsible for:

- any damage to individual items, shrinkage, missing items, broken buttons/belts or embellishments, colours runs, stains.

We **WILL NOT** sort through soiled laundry and separate colours prior to washing. It is the customer's responsibility to separate colours from whites if required and you will be charged for each wash accordingly.

It is also the customer's responsibility to check all their garments for money, jewellery or other valuables before bringing it to us. We will not be held responsible for any personal lost items. It is the customers responsibility to check for any pens, tissues, lighters etc, therefor we will not be held responsible for any pen leaks/ damage / tissues during the cleaning process and will not re-wash items. If any items left in pockets causes damage to our machines – you the customer may also be liable for repairs/replacement.

**ALLERGIES:** We use a biological laundry liquid with a perfumed liquid softener in all service washes. If you have any allergies, please mention this to us upon dropping off your laundry and we can use a non-biological detergent on your items or alternatively you may bring in your own detergents if you so desire.

**HEAVILY STAINED ITEMS:** Please advise if your items are heavily stained and we will use a commercial grade detergent and emulsifier to provide a satisfactory result. Please advise if there are any spot stains which you would like us to attempt to remove with chemicals. There may be a charge for this service and would be entirely at owners' risk.

We do not accept claims for missing items in service washes - It is not practical or cost effective to individually ticket all of your items therefore we have no record of what is in your bag. However, CCTV and thorough inspection of machines throughout processing ensures every sock is returned.

### 24/. Commercial Laundering

- Minimum order/load charge £60.00+VAT excluding delivery (Linen and towels only)
- Monthly Spend must be over £500.00 to qualify for commercial pricing, subject to JDCLS discretion.
- All Linen must be suitable for commercial laundering and pressing (capable of being mechanically ironed) As individual items are not checked, we will not be held responsible for: any damage to individual items, shrinkage, missing items, broken buttons/poppers or embellishments, colours runs, stains. We no longer accept domestic grade linen or fitted sheets for a commercial account. These will be returned to you uncleaned. If we keep receiving these items your commercial account will be closed.
- Items are the correct way round and ready for processing and not bundled inside each other or folded. We will no longer be sorting your linen if it arrives inside out, it will be processed and returned to you that way.
- All items will be washed together regardless of colour. We WILL NOT sort through soiled laundry and separate colours prior
  to washing. We will not be held responsible for: any damage to individual items, shrinkage, missing items, broken buttons or
  embellishments, colours runs, stains.
- Stained items If you make a note on your check sheet and request stain removal on certain items, we will make every attempt to remove stains without damage to your item, but it should be noted however, that we do not guarantee the removal of any stains. All linen is now laundered using Ecolabs industrial grade detergents, automatically dosed to ensure a good laundering process. These detergents will erradicate most heavy stains, blood, makeup etc, as the automated process means items are folded by the ironer we no longer have the opportunity to inspect linen and rewash if still stained.
- All stock received for processing <u>must</u> be accompanied by a customer completed laundry ticket otherwise our count is final.
   We supply you (the customer) with a pdf when your account application has been approved. Copies will not be supplied at the front counter and must be completed by the client prior to drop off.
- Hamper bags: From the 1<sup>st</sup> June 2022 we will no longer accept laundry in ikea bags, bin bags, laundry baskets, boxes or any other format. We can supply brand new, British made high quality tagged hamper bags for £8.00+VAT from DRM alternatively there are hamper bags available on Amazon/Ebay. These hampers are designed to be laundered and will be laundered each time you bring a load of laundry in to prevent cross contamination of a dirty hamper bag and clean linen. We have been operating in this manner successfully with linen hire, all we ask is that fresh hampers with fresh linen are not placed on unsealed or wet surfaces and that our driver has a suitable area to drop off. A move away from single use plastics will not only help the environment but also assist us in achieving our environmental and sustainability policy in 2023. Our new pricing structure will be: Laundering 1 x hamper bag: £0.42+VAT plastic packaging charge £1.02+VAT per plastic bag used for packaging.
- Hamper bags that weigh in excess of 20kg will be refused both at the front counter and for collection. This is a manual
  handling requirement for our staff and is the designed weight limit of your hamper bags. All hamper bags must be labelled
  and be closed properly and have the handles on the outside.
- Any Dry Clean items must be bagged and tagged separately and noted on the laundry ticket. We will not be held liable for any damage caused by not following these guidelines.
- For commercial Restaurants / Pubs etc we no longer launder commercial kitchen cloths/tea towels or oven cloths.
- We reserve the right to suspend servicing you if old orders remain unpaid.
- All invoices / statements are sent via email. If you require these to be posted, we are not liable for missing invoices / statements. Postage charges will apply.
- Due to sustained increased fuel charges and increased wages we now have no other option but to charge for
  collections/delivery. Each invoice will attract a £12+VAT charge to contribute towards our increased costs in transportation. If
  this charge is unacceptable, you obviously have the choice to drop off and collect your linens from our processing unit in
  Hexham. Failed collection attempts when the customer has booked or on a scheduled collection and no linen is ready for

- our driver will also be charged at the same rate. If you would like to be removed off the scheduled collections system please call and advise our staff this may suit accommodation providers with sporadic bookings.
- We will only provide ground floor delivery and collections, unless there is a lift or ramp available, we will not negotiate stairs for delivery or collection.
- Adhoc commercial collections: If you require an adhoc collection please call by 9am on the day of collection (at the latest).
   We will no longer accept email booking for collections at any time or calls after 9am on the day of collection. Our contact phone number is #01434 601 004
- All invoices must be paid within 14 days of invoice date. A late payment fee of £30+VAT will be applied to all invoices not paid by the due date.
- If a customer's direct debit payment fails to clear, a fee of £30+VAT will be applied to their account to cover additional administration costs incurred.
- If any payment due is more than **fourteen days** in **arrears**, or there is any breach of the terms of this agreement by our customer, JDCLS (without prejudice to its accrued rights) may **suspend** or **terminate** the service and will be entitled to recover all goods / monies.
- We reserve the right to change all prices, and these are subject to change without notice.
- Invoice queries must be notified within 3 days of receipt of invoice.
- Any change of ownership or trading name must be notified immediately in writing and posted to JDCLS by Recorded
   Delivery. The customer will remain liable for all charges submitted to the account address if any such change is not notified within 24 hours of becoming effective
- All of the Terms and Conditions 1-26 still apply.

### 25/. Agents

All agents must complete the ticket book correctly (supplied by JDCLS and instructions provided) and ensure that Jamiesons Dry Cleaning and Laundry services has all the relevant contact information for the customer. Failure to do so may result in the customer goods being returned uncleaned.

- Customer goods will be returned the following scheduled delivery day unless otherwise advised. If we are unable to return by this time frame, JDCLS will contact the customer directly and advise.
- Pricing will be supplied to agents. We will not be held responsible for incorrect pricing on the customers ticket. We have the
  right to amend the price on the ticket as per the items supplied for cleaning. We will contact the customer to advise of any
  change in price prior to cleaning.
- Price lists will be supplied by JDCLS, please ensure these are readily available for customers at all times.
- JDCLS will supply bags for customers goods. These are to be used solely for laundry and dry-cleaning items only.
- Hamper bags will be provided to all agents. All bagged customer goods must be placed inside these hamper bags for ease
  of transportation and also customer goods safety. We are not held liable for any damage / loss caused to customers goods
  whilst items are not in JDCLS hamper bags supplied.
- The agent is responsible for taking care of these Hamper bags loaned to them. Failure to do so may result in a replacement charge. Hamper bags always remain the property of JDCLS.
- Payment of all invoices must be made within 14 days. We reserve the right to retain customer goods until payment in full is
  received. We also reserve the right to suspend servicing you if old orders remain unpaid. A late payment fee of £30+VAT
  will be applied to all invoices not paid by the due date. If a customer's direct debit payment fails to clear, a fee of £30+VAT
  will be applied to their account to cover additional administration costs incurred.
- Any change of ownership or trading name must be notified immediately in writing and posted to JDCLS by Recorded
   Delivery. The customer will remain liable for all charges submitted to the account address if any such change is not notified within 24 hours of becoming effective.
- All of the Terms and Conditions 1-26 still apply.

# 26/. Privacy Policy

We value our customer's privacy. We do not sell, rent or loan any identifiable information (name, address, telephone or mobile number and email) regarding customers to any third party. We may contact our customers time to time if absolutely necessary.

Thank you for reading our Terms & Conditions.

We hope you enjoy using Jamiesons Dry Cleaning and Laundry Services Ltd.

We reserve the right to modify these Terms & Conditions without notice.

These Terms & Conditions do not affect your legal rights.

A downloadable version is available on our website www.jamiesonsgroup.co.uk