

ISEABREEZE

Seabreeze Laundry Terms & Conditions

By using our services you agree to be bound by the following terms and conditions which may change from time to time without notice. It does not affect your statutory rights.

As part of our transparency policy here are our key Terms & Conditions at a glance:

Maximum liability in case of damage or loss	10 x item cleaning price
Missing, unreadable or removed care labels	At owner's risk only
Timeframe for complaint / return	24 hours
Timeframe to report missing garment	24 hours
Re-cleaning, Re-pressing (within 24 hours)	Free of charge
Minimum order for free collection & delivery	(otherwise £5)£25.00
Maximum length of time we will hold items after cleaning	100 days from cleaning

1. THESE TERMS

1.1 What these terms cover

These are the terms and conditions on which we supply services to you.

1.2 Why you should read them.

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are.

We are Seabreeze Ltd a company registered in England and Wales. Our company registration number is 12761875 and our registered office is at Demar House, 14 Church Road, East Wittering, Chichester, PO208PS.

2.2 How to contact us.

You can contact us by telephoning our shop on 01243 345085 or by writing to us at seabreezelaundryservice@gmail.com.

2.3 How we may contact you.

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails.

When we use the words "writing" or "written" in these terms, this includes emails.

3. WET CLEANING

3.1 We do not use traditional dry-cleaning methods.

You hereby acknowledge that we do not use perchlorethylene, the solvent traditionally used by dry cleaners to clean delicate clothes, and that we will use an alternative process called wet-cleaning, which is based on using water, biodegradable detergents and very specific cycles to clean your property. This is sent off site to an external supplier. You hereby acknowledge that our cleaning methods and external suppliers may not respect the care label on your item ("item" shall mean items of clothing, accessories, or bed linen).

3.2 Other cleaning methods

On specific occasions, where we think that other cleaning methods may be more appropriate, or if we do not have the appropriate equipment on site, we reserve the right to ask an external cleaning partner to clean your item with a method which could be other than wetcleaning. Such method could include use of perchlorethylene, hydrocarbon, or any other method that would provide the best outcome in the view of our partner in the particular instance. Whilst we try and minimise these occurrences to the bare minimum, each method has its benefits and we feel that we have to be pragmatic to ensure the best care is given to your items if necessary.

3.3 Care labels

It is your responsibility to ensure that all items that you send to us for cleaning have proper care labels. **We do not accept responsibility for items that have missing, unreadable or removed care labels and you accept that all such items are cleaned "at owners risk" (together with all items listed at clause 12.6).**

3.4 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 washing 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).

3.5 It is important that you tell us if there are unusual stains and any information which could help us remove them as we can treat them before cleaning your item.

4. OUR CONTRACT WITH YOU

4.1 How we will accept your order

Our acceptance of your order will take place when we provide you with a confirmation email stating that we are able to provide you with the services, at which point a contract will come into existence between you and us.

4.2 If we cannot accept your order

If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for or if we consider that your item may cause a risk to our machines or other items. We will not accept your order if we consider that it could damage our items or be a risk to your item.

4.3 Your order number.

We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

More significant changes to the services and these terms

We may make changes to the services, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

7. PROVIDING THE SERVICES

7.1 When we will provide the services.

We will supply the services to you from the date we accept your order until we have completed the services. The estimated completion date for the services is 3 working days – 2 weeks.

7.2 We are not responsible for delays outside our control.

If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

7.3 What will happen if you do not provide required information to us.

As we informed you in the description of the services on our website, we will need certain information from you so that we can provide the services to you, for example, cleaning information if the care label has been removed from an item. We will contact you to ask for this information. If you do not provide us with this information, or you provide us with incomplete or incorrect information, you hereby accept that we will proceed with cleaning the property "at owners risk".

7.4 Your rights if we suspend the services

We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than one week, you may contact us to end the contract and we will refund any sums you have paid in advance for services not provided to you.

7.5 We may also suspend delivery or collection if you do not pay.

If you do not pay us for the services when you are supposed to (see clause 11.4) and you still do not make payment within three days of us reminding you that payment is due, either the driver will not collect your items or we will hold your items in the store.

8. YOUR RIGHTS TO END THE CONTACT

8.1 You can always end the contract before the services have been supplied and paid for.

You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below.

8.2 What happens if you have good reason for ending the contract.

1.1 If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

- we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 6.1);
- we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- there is a risk the services may be significantly delayed because of events outside our control;
- we suspend the services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than one week;
- you have a legal right to end the contract because of something we have done wrong.

8.3 What happens if you end the contract without a good reason.

If you end the contract and your item has already been cleaned, you will be charged the full sum for cleaning the item.

9. OUR RIGHTS TO END THE CONTACT

9.1 We may end the contract if you break it.

We may end the contract at any time if:

- you do not make any payment to us when it is due and you still do not make payment within five days of us reminding you that payment is due;
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, cleaning information if the care label of an item has been removed;
- you do not, within a reasonable time of us asking for it, provide us with authorisation to proceed "at owners risk" with the cleaning of particularly fragile items which we have identified as at risk of being damaged in the cleaning process; or
- you do not, within 100 days from dropping off your items, collect your items. In this case, we reserve the right to dispose of your items by gifting them to charities as we see fit and shall not be held liable for any loss that you may suffer in such an event.

9.2 You must compensate us if you break the contract.

If we end the contract in the situations set out in clause 9.1(a)-(c) we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. IF THERE IS A PROBLEM WITH THE SERVICES

10.1 How to tell us about problems

If you have any questions or complaints about the services, please contact us within 24 hours from receiving your cleaned items from us. You can contact us by telephoning 01243 345085 or by writing to us at seabreezelaundryservice@gmail.com. Alternatively, please speak to one of our staff in-store.

10.2 If you have made a complaint

If you have made a complaint and we have responded, you must follow up our response within two weeks or we will close the complaint and you will no longer have a valid claim.

10.3 Re-cleaning policy

If you are not 100% satisfied with the quality of our services, we will re-clean and/or re-press your item free of charge if we are notified within 24 hours of collection. The item will need to be unworn, returned in the original packaging and with our tags still attached. If we suspect that the item has been worn, we reserve the right to refuse to re-clean or re-press the item. If an item is re-cleaned because a stain has not been removed in the first clean, the re-clean will be done "at owner's risk" as we will have to use a stronger method to attempt to remove the stain, which could result in discolouration. **Please note that in any case, we cannot guarantee that the stain will be removed (see clause 3.3).**

10.4 Summary of your legal rights

See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. The Consumer Rights Act 2015 says: You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill. If you haven't agreed a price beforehand, what you're asked to pay must be reasonable. If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

11. PRICE AND PAYMENT

11.1 Where to find the price for the services.

A list of indicative prices of the basic services are available on our website or paper price lists in store. However, we will agree a final price with you when we have inspected your item and determined the complexity of the service required. Please note that supplemental charges will apply to specific items (eg. designer or luxury labels), items with delicate features (eg. leather patches or beads) and for express turnaround. We take all reasonable care to ensure that the prices of services advised to you are correct. However please see clause 11.3 for what happens if we discover an error in the price of the services you order.

11.2 We will pass on changes in the rate of VAT

If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong.

It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order.

11.4 When you must pay and how you must pay

You must make an advance payment of the full price of the Services, before we start providing them. We do not accept payment cheque payments. For delivery orders, payment must be made using credit/debit card before the item is delivered. We will ask you to register your credit/debit card details on our system (which is encrypted) so that we can take the payment at each collection.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 We are responsible to you for foreseeable loss and damage caused by us

In the unlikely event of damage, please inform us within 24 hours of receipt of your cleaned item from us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

Please ensure to thoroughly check all garment's pockets for items such as pins, jewellery, coins, pens, buttons etc. as we cannot be held responsible for any item lost, or for any garment damage caused by personal items left in a pocket.

12.2 If we cannot agree who is responsible for loss and damage

We will seek an independent analysis by a fabric care research laboratory (for example <http://www.satraco.uk>). The fabric care research laboratory shall act as an expert and not as an arbitrator and its written determination shall be final and binding on you and us in the absence of manifest error or fraud. The cost of obtaining the fabric care research laboratory's analysis shall be borne as the fabric research laboratory directs.

12.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at clause 10.3.

12.4 When we are liable for damage to your items

Any item that you wish to complain about must be returned unworn or unused with the original packaging that the item was collected in; failure to do so will invalidate any potential complaint/claim. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your item that we discover while providing the services. We are not responsible for inherent weaknesses or defects in materials (for example, sun fading on curtains or colour runs below armpits due to deodorant) which may result in tears or the development of small holes or stains in fabric that are not readily apparent prior to processing.

12.5 Maximum liability

Subject to clause 12.2, our liability to you arising under or in connection with this agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation shall be limited to the lesser of:

- 10x the price you have paid for cleaning that item; or
- the depreciated value of the item as determined by the Fair Compensation Guidelines as provided by the Textile Services Association.

For the avoidance of doubt, we will only be liable for the damaged item. For example, if there is damage to trousers that are part of a suit, only the trousers can be subject to compensation (and not the whole suit).

If any compensation is agreed then the items will not be returned but will be given to charity.

12.6 We are not liable for items cleaned at "owners risk".

The following items shall be cleaned at "owners risk":

- items with no care label;
- leather;
- suedes;
- furs;
- items containing any suede, leather or fur (eg. elbow patches);
- suede and leather garments or accessories (including handbags and shoes);
- belts, buckles, buttons and hoods;
- any ink marks left behind by our poly-marking label system;
- any item that you have agreed to be handled "at owners risk"; and
- we will not be responsible for colour loss, colour bleeding, shrinkage or damage to weak and tender fabrics.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 How we will use your personal information

1.1 We will use the personal information you provide to us to:

- provide the services;
- process your payment for such services; and
- to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

13.2 We will not give any personal details to any third parties.

14. DELIVERY POLICY

14.1 Upon delivery, you must examine your garments and give immediate written notice to us of any damage, defect or shortage. Any such damage, defect or shortage must be reported to us in writing within 24 (twenty-four) hours of delivery of your items

14.2 We will not be responsible for any damage reported after 24 (twenty-four) hours of delivery of your items.

14.3 Whilst we will endeavour to deliver/collect your items within your scheduled slot, time will not be of the essence for delivery and we will not be liable for any delay in delivery or losses of any kind arising from such delay.

14.4 Service times will vary according to the item, and longer service times may apply.

14.5 1.1 Your scheduled slot for delivery is an estimate only and due to circumstances beyond our control, we cannot guarantee that your items will be delivered or collected within a scheduled slot. We will endeavour to keep you informed using the contact details with which you have provided us, and using email, or telephone.

14.6 Should we be unable to deliver or collect your items by our estimated delivery date, we aim to deliver or collect your items the on the next delivery / collection round.

14.7 In the event you will not be available during our scheduled slot for delivery or collection, you must inform us as soon as possible and in any event, not less than twelve hour] before your scheduled delivery slot. We will endeavour to arrange another mutually convenient time for delivery with you and, depending on the value of your order, this may be subject to any additional charges.

14.8 For selected areas, we offer a free collection and delivery service for orders totalling £25 and above. Should the order total be less than £25, a fee of £5 will be charged. Some areas are free of charge please contact the store to be advised of these areas.

14.9 If the delivery driver attempts to collect / deliver during your scheduled time slot, and there is no response, or the driver is unable to gain access to your premises, we will contact you to organise a second collection or delivery and we will have to charge a £5 failed collection/delivery fee.

14.10 We reserve the right to refuse or cancel an order if there is any reason to suspect our staff may be at risk of physical or verbal abuse, or if there have been repeated difficulties in attempting to make a delivery or collection, or if there are difficulties in accessing a customer's premises.

14.11 Where a delivery driver is required to make a collection or delivery above the third floor of a building, and there is no access by lift either temporarily or permanently, we reserve the right to decline the collection or delivery. Customers are advised to contact us if they foresee any difficulties in the driver gaining access to their property. We will endeavour to assist customers wherever practically possible but cannot guarantee we will be able to do so.

15. OTHER IMPORTANT TERMS

15.1 We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We reserve the right to apply our best judgment and to transfer this agreement so that items can be cleaned using a different cleaning method.

15.2 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.3 If a court finds part of this contract illegal, the rest will continue in force

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.

15.4 Even if we delay in enforcing this contract, we can still enforce it later

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

15.5 Which laws apply to this contract and where you may bring legal proceedings

These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.