

TERMS OF SERVICE FOR CLEAN LAUNDRY NOW (PTY) LTD (CLN)

Garment Care

CLN desires to provide high quality laundering services and will use all reasonable precautions to avoid damage to clothes. CLN, however, are not liable for any damage due to standard laundering of items, cleaning of items without care instructions, for dry clean items placed inside laundry bags, for special-processing items (delicate-wash, air-dry, stain-treatment) not placed in a separate bag, damage resulting from items left in the clothing, bleeding of colors, shrinking or any other alteration resulting from standard washing procedures.

Standard laundering procedures are defined as sorting laundry by color, washing laundry in a washer with detergent and water, and drying laundry in a dryer with heat.

CLN will follow any reasonable instructions provided by the customer, including water or drying temperatures. CLN do not read and are not responsible to read cleaning instruction labels and are not responsible for special care items, such as dry clean only items, which are included in the laundry bag. Although CLN use their best efforts to remove stains, stain removal is not guaranteed.

Customers acknowledge that items that have been air-dried (per customer request or CLN's determination for best garment care) may be damp upon delivery. The customer is responsible for any and all damage caused by any items left in the customer's clothing or laundry bag that causes damage to the clothing of any customer, the cleaning machines, or any other property of CLN.

CLN may refuse to clean any garment at their sole discretion. CLN will re-clean items that, at its sole discretion, were not properly cleaned, and have not been worn since they were cleaned, at no additional cost. CLN are not responsible for loss of or damage to any personal or non-cleanable items left in the clothing or laundry bags such as money, jewelry, or any other item. The customer agrees not to leave such items in their clothing or in their laundry bags and acknowledges by sending items they have checked all pockets. Zippers behave unpredictably while cleaning. Although zippers generally are not an issue, the customer acknowledges that there is a possibility of zipper issues, zipper damage and damage to other items as a result of the zipper's inclusion in the cleaning process with such items, while following standard wash procedures, and CLN, does not accept any liability for such issues or damage.

Damaged Items

While we strive to provide high-quality laundering services and use all reasonable precautions to avoid damage to clothes, there is a possibility for clothing and other items to be damaged. Damaged items must be reported to CLN within (5) business days of return of your laundered clothes. Notice can be provided by emailing info@cleanlaundrynow.co.za.

Damaged items may be collected for evaluation to determine whether the damages are a result of regular wear and tear, standard washing when the customer has not provided specific instructions on the cleaning methods of the applicable item, shrinkage from repeat laundering, color bleeding or fading, small holes or tears, thinning of fabric, etc. ("Regular Wear and Tear") or if such damage is attributed to the Provider's services on such damaged items. Whenever possible, and if such damage is attributed to the Provider's services on such damaged items, we will attempt to restore garments to good condition. CLN is not responsible for, nor shall CLN reimburse you for any damage attributed to Regular Wear and Tear. For any items deemed damaged attributed to the Provider's services and not a direct or indirect result of Regular Wear and Tear, and in the event that the items cannot be restored, CLN may reimburse up to the full value of that item and the item will be retained by CLN. Items will be evaluated and depreciation using the International Fair Claims Guide for Consumer Textiles Products. In any event, CLN's aggregate liability shall not exceed an amount of R5000. Therefore, it is recommended that items included in an order do not have a value exceeding such aggregate liability total as stated above.

CLN are not liable for any pre-existing damage to a garment or other item and reserves the right to return any item without cleaning it if any pre-existing damage is found or if CLN has a concern about the color fastness or the age or weakness of the fabric of such item.

CLN will offer refunds or reimbursements for payment made for the cleaning of any items which cannot and are not cleaned due to the aforementioned reasons. All refunds/reimbursements offered by CLN to the customer, must be accepted by the customer within (10) days from the time of the offer. Once the (10) day period has expired, the customer's claim will be considered resolved and closed. By accepting a refund or reimbursement you agree such amounts provided to you through that refund or reimbursement constitutes full accord and satisfaction for any amounts which may be owed.

Lost Items

In the rare event that something is lost, customers must provide notice within (5) business days of return. Notice can be provided by contacting info@cleanlaundrynow.co.za. Items are considered lost if not returned to the customer within (10) days after the claim has been made. Any item deemed lost in CLN's care may be eligible for reimbursement up to the full value of that item. Items will be evaluated for depreciation using the International Fair Claims Guide for Consumer Textiles Products. A receipt or proof of purchase will be required. In any event, CLN's aggregate liability shall not exceed an amount of R5000). Therefore, it is recommended that items included in an order do not have a value exceeding such aggregate liability total as stated above.

CLN shall not take responsibility for any loose items, including without limitation, watches, jewelry, cufflinks, and other personal items which are not typically included as part of an order for laundering services, which are lost. Additionally, CLN is not liable for items misplaced before pick up or after delivery.

Limits of Liability and Disclaimer

CLN's liability shall be limited to general money damages in a maximum amount not to exceed (R5000) for the instance the charges incurred by the customer during the term in which the damages are alleged to have occurred. This liability shall be the extent of CLN's liability regardless of the form in which any legal or equitable action may be brought and the foregoing shall constitute the customer's exclusive remedy. CLN disclaims all warranties, express or implied, with respect to CLN and the services rendered to the customer, including without limitation warranty of merchantability and warranty of fitness for a particular purpose.

UNDER NO CIRCUMSTANCES SHALL CLN BE LIABLE TO CUSTOMERS OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THIS AGREEMENT, PROVISION OF SERVICES HEREUNDER OR ACTS OR OMMISSIONS OF LAUNDRY CARE PROVIDERS/PARTNERS SUCH AS, BUT NOT LIMITED TO, LOSS OF USE; LOSS OF REVENUE; ANTICIPATED PROFITS OR LOST BUSINESS; COSTS OF DELAY; PERSONAL OR PROPERTY DAMAGE, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE.