



## Terms and Conditions

### Agreement

These Terms and Conditions represent an agreement between The Company (Claire's Cleaning) and the Client.

Both parties shall ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and codes of conduct.

The Client agrees that any use of the Company's services, including placing an order for services by telephone, email, Facebook or Twitter shall constitute the Client's acceptance of these Terms and Conditions.

Unless otherwise agreed in writing by a director of the Company, these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client.

The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice.

The Client is liable for a referral fee of £250.00 per person, should they directly employ (either legally or on a cash basis) anyone currently subcontracted by the Company, or subcontracted by the Company within the 1-year period prior to them leaving. The Client agrees to pay this fee whether notifying the Company of this action or the Company discovers this private arrangement independently at any time after it occurs. The Client further agrees to reimburse the Company for any, and all collection or legal fees the Company incurs in collecting this fee.

### Confidentiality

The Company agrees to keep keys and any other Client information secure and confidential. All Cleaners that are subcontracted by The Company have signed a policy agreement to protect your personal information i.e. door codes, personal mail. Your information will never be passed onto any third parties and any information we do store, is kept securely on our computer systems that are all password protected and for company use only.

### Domestic

#### Costs:

Regular Domestic Cleaning is £12.50 per hour, per Cleaner. We require the full amount to be paid for in cash, to the cleaner, on the day of the clean. Alternatively, if the Cleaner agrees to be paid monthly by the Client for all cleans done during each month, then the full amount of cash can be paid on the day of the last clean of the month.



One Off Domestic Cleaning is £15.00 per hour, per Cleaner. We require the full amount to be paid for in cash, to the cleaner, on the day of the clean.

#### **Materials & Equipment:**

Sprays, wipes, polish, cloths, gloves etc will be provided by The Company. Other equipment; vacuum cleaner, iron, ironing board, brush and mop etc. must be provided by the Client. All equipment must be safe to operate, in full working order and must not require any special skills to be used for the purpose of cleaning.

If the Client has equipment that is complicated to operate, the Client must provide clear and detailed instructions to the Cleaner.

If the Client has equipment that is faulty or not working properly; for example, a vacuum cleaner that does not pick up very well, then it will affect the standards of the clean and could cause the cleaners to take more time through no fault of their own.

The Client must provide running water, hot water if needed, electricity and sufficient light at the premises where the service takes place.

#### **Parking:**

The cleaner(s) will require access to at least one free parking space. If there is no parking available, then the Client must cover the costs of this. These costs will be confirmed before the job takes place.

#### **Pets & Children:**

Any pets liable to bite, scratch or intimidate the Cleaners must be kept secured away from them during their work. It is the Client's responsibility to ensure that all pets and children are kept out of reach of cleaning materials and products while the cleaning is in progress as the Cleaner is not responsible for watching them while working.

#### **Clean Details:**

Our Cleaners can either do a basic top to bottom clean or a tailored clean (see further details of what is included on our website and new client information booklet). If a tailored clean is required, then a detailed list of cleaning tasks must be provided by the Client for the Cleaner, prior to service commencing. If only a verbal description of the tasks has been provided, the Company shall not be responsible for any tasks not carried out.

## **Commercial**

#### **Costs:**

Regular Commercial Cleaning is £15.00 per hour, per Cleaner. We require the cleans to be paid for before the last working day of each month, as this is when we pay all of our cleaners. We are only a small business and therefore any late payments made by Clients will cause a delay on our cleaners being paid.

The Client can either be invoiced weekly, or in full monthly. If the Cleaner is ever absent then The Company can try to send another Cleaner from the team, or, the regular Cleaner can make up the hours on a different day. (See Credited Hours)

One Off Commercial Cleaning is £15.00 per hour, per Cleaner. We require the full amount to be paid for in cash, to the cleaner, on the day of the clean.

#### **Materials & Equipment:**

Sprays, wipes, polish, cloths, gloves etc will be provided by The Company. In some circumstances; a vacuum cleaner, brush and mop can also be provided by The Company and stored on the commercial premises, if the Client signs an agreement to say that they are responsible for these items and if they are lost / stolen the Client will provide a replacement or pay The Company the value of the items to be replaced. Any other equipment, such as buffer machine, carpet shampooer etc. must be provided by the Client. All equipment must be safe to

operate, in full working order and must not require any special skills to be used for the purpose of cleaning.

If the Client has equipment that is complicated to operate, the Client must provide clear and detailed instructions to the Cleaner.

If the Client has equipment that is faulty or not working properly; for example, a vacuum cleaner that does not pick up very well, then it will affect the standards of the clean and could cause the cleaners to take more time through no fault of their own.

The Client must provide running water, hot water if needed, electricity and sufficient light at the premises where the service takes place.

#### **Parking:**

The cleaner(s) will require access to at least one free parking space. If there is no parking available, then the Client must cover the costs of this. These costs will be confirmed before the job takes place.

#### **Pets & Children:**

Any pets liable to bite, scratch or intimidate the Cleaners must be kept secured away from them during their work. It is the Client's responsibility to ensure that all pets and children are kept out of reach of cleaning materials and products while the cleaning is in progress as the Cleaner is not responsible for watching them while working.

#### **Clean Details:**

Our Cleaners can either do a basic top to bottom clean or a tailored clean (see further details of what is included on our website and new client information booklet). If a tailored clean is required, then a detailed list of cleaning tasks must be provided by the Client for the Cleaner, prior to service commencing. If only a verbal description of the tasks has been provided, the Company shall not be responsible for any tasks not carried out.

All work must be approved and signed off by a manager at the end of the Cleaner's shift, any problems / issues must be addressed immediately before the Cleaner leaves the premises. Any complaints made after they have left may not be considered as they should always be communicated before the Cleaner leaves.

## **Deep Cleans**

#### **Costs:**

Deep Cleans are charged individually as package prices, after considering the properties current condition, number of rooms, bathrooms, WCs, shower rooms and en-suites. Please note, that the number of Cleaners attending the property may vary.

Deep Cleaning can also be booked by the hour at £15 per hour per cleaner. Please note, that the Cleaners will not be able to guarantee completion of a job if it is booked by the hour.

The quoted price does not include extras such as: fridge, oven, blinds, carpet and upholstery cleaning. Any extra services are priced separately.

#### **Materials & Equipment:**

Sprays, wipes, polish, cloths, gloves etc will be provided by The Company. In some circumstances; a vacuum cleaner, brush and mop can also be provided by The Company.

If the Client has equipment that is faulty or not working properly; for example, a vacuum cleaner that does not pick up very well, then it will affect the standards of the clean and could cause the cleaners to take more time through no fault of their own.

The Client must provide running water, hot water if needed, electricity and sufficient light at the premises where the service takes place.

## **Parking:**

The cleaner(s) will require access to at least one free parking space. If there is no parking available, then the Client must cover the costs of this. These costs will be confirmed before the job takes place.

## **Health & Safety:**

During Deep Cleans, our Cleaners are happy to move furniture. However, due to Health and Safety regulations, all Cleaners will attempt to move only furniture that requires no more than one person. The Cleaners will not be able to clean at height (no more than 5ft) without a suitable and safe step ladder provided by the Client. The Cleaners will also not move television units unless the Client has safely unplugged all wires.

## **Payment**

Commercial Clients must use their Company name as a payment reference for any bank payments.

We reserve the right to cancel services without notice due to outstanding funds on the Client's account.

If the Cleaners cannot gain entry to the Client's home through no fault of their own for reasons such as; no key left out for them, doors locked from the inside, locks on that they haven't been given keys for, nobody home to allow them access, or if they are refused entry by Client on arrival, the clean is cancelled by the Client while they are on their way to the property, or with less than 24 hours notice (except for emergency circumstances) then the Company will charge £20.00 cancellation fee to cover the Cleaner's transport costs, travel time or to cover their loss of earnings due to cancellation at short notice.

Deep Cleans: require a £20.00 deposit payable to the Company by BACS at the time of booking. The remaining balance must be paid by cash to the Cleaner or BACS before the Cleaner leaves the Client's premises.

The Company reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 8% per annum above the Bank of England base rate from the due date until the date of actual payment.

If the Company is forced to refer the Client's account for collection to a third party, then extra costs may be added to the outstanding amount by the debt collecting Company.

If the Client requests keys to be collected by the Cleaners from a third party's address, outside the postal code of the serviced address then a £10.00 charge will apply. The charge will cover only the picking up of keys. If said keys need to be returned to the third party's address or any other address, another charge of £10.00 will apply.

If any estimates of how long it will take the Cleaners to complete the job are being provided, those are only estimates based on the average time it takes to clean a home or an office of similar size to the Client's, it being difficult to calculate precisely how long such tasks may take and that a degree of flexibility may be required. Please note, that Deep Cleans will take longer to complete due to the type of cleaning tasks required, when compared to the regular basic cleaning of the same property.

Post construction cleaning, homes occupied by animals or badly neglected homes may take up to three times longer than a well-maintained home requiring general cleaning. Therefore, the Company advises the Client to be aware of additional charges.

The Company, reserves the right to re-evaluate the rates at any time should the Client's initial list of tasks / requirements changes.

## **Credited Hours**

Credited hours will be issued only if:

The Client has cancelled a cleaning visit within the allowed time (24 hours) prior to the start of the cleaning visit.

A Cleaner has not been able to carry out the cleaning due to reasons beyond the Client's responsibility.

Please note: The Company will always try to arrange an immediate replacement should a Cleaner not be able to attend a scheduled visit, and will inform the Client prior to the visit. However, this cannot always be guaranteed. Therefore, if a clean is missed, credited hours can be requested by the Client if payment has already been collected by the Company and the Cleaner did not attend a visit.

The Company's Account Manager will review all payments on a monthly basis and inform any Clients that appear to be in credit. However, if she does not notify the Client and they have made a payment, then it is the Client's responsibility to inform The Company about any overpayments so that we can arrange for the Cleaner to do extra hours on another visit.

Credited hours must be used within 3 months from the date they were accrued. Any credited hours that are not used within 3 months will be voided.

## **Cancellation**

If the Client needs to change a cleaning day or time, the Company will do its best to accommodate. Any changes to booked services are subject to a 24-hour prior notice and availability.

Please note, that the Company cannot guarantee that the same Cleaner will be available on the new day and at the time the Client requires. Any changes in the cleaning schedule are subject to availability.

The Company and Cleaners work between 9am and 6pm, Monday to Friday including Bank Holidays if the Client and Cleaner wish to continue the service on these days. The Client and Cleaner must rearrange any cleans directly between themselves and notify the Company of any alterations to the Client's regular cleaning hours, so they can adjust the Client's invoice accordingly.

The Company and Cleaners do not usually work on: Christmas Day, Boxing Day, New Year's Day. If the Client's regular cleaning visit is due on any of these days, they can arrange direct with the Cleaner for the hours to be done on another day / time. If the Client requests a clean on any of these days, some Cleaners may be happy to work them. Please note, the hourly rate will be higher.

The Company's incoming communication is being checked only between 9am and 6pm, Monday to Friday, therefore any communications sent outside of these hours will be received on the next working day at 9am.

The Company reserves the right to retain the £20.00 deposit as a cancellation fee / part of a cancellation fee for a Deep Clean, if it is cancelled within less than 24 hours prior to the job.

In the event that the Client cancels their regular cleaning service with The Company and we hold the keys, then it is the Client's responsibility to inform the Cleaner and manager before the last clean day so that the keys can be posted back to the property. If the Cleaner or manager is not notified before the last clean day, then it is the Client's responsibility to arrange to pick up keys from our office after the cleaning service has ended.

## **Complaints**

We request that any complaints or reports of damages be provided in writing (by email) within reasonable time of service completion (maximum 24 hours) to ensure that the details are received in a clear and complete manner.

All services shall be deemed to have been carried out to the Client's satisfaction, unless a written notice detailing the complaint / damage is received by the Company within reasonable time of service completion. The Company will fully investigate any complaint and attempt to resolve it to the satisfaction of the Client, or alternatively to a reasonable standard within the circumstances.

The Company has built its business and reputation by providing its Clients with the best possible cleaning service available. Still, the Company realises, that because its Cleaners are human beings, they sometimes make mistakes. For this reason, the Company offers the Client a guarantee. If the Client is not satisfied with the cleaning standard of certain areas after the cleaning, and has sent a complaint in writing (by email) with photograph evidence of the issues, within reasonable time of service completion (24 hours max) and The Company agrees after looking into the complaint that the Cleaner has not carried out their duties correctly within expectations of time, then the Cleaner will come back to the Client's home and clean those areas properly, with no extra charge.

The Client agrees to allow the Cleaner to come back to re-clean any disputed areas / items or arrange for a repair / replacement of damaged items, before making any attempts to clean those areas / items him / herself or arranging a third party to carry out cleaning or repair / replacement services with regards to the above. Failure to do so will void our Company Guarantee and we will consider the matter fully settled.

## Claims

The Client agrees that due to the nature of the service, the Company guarantees only to correct any problems reported within reasonable time of the completion of the service (maximum 24 hours).

The Company may require entry to the location of the claim as soon as possible in order to rectify the problem.

The Client agrees to inspect the work immediately upon its completion and to bring the Cleaners' attention to any outstanding issues while they are still on site. The Cleaners will carry out any such additional work to the Client's complete satisfaction.

While the Cleaners make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed. For this specific reason, the Company requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or not cleaned by the cleaning operatives. All fragile and highly breakable items must be secured or removed.

In case of confirmed damage, caused by the Cleaners, they will attempt to repair the item at its cost. If the item cannot be repaired, and the value of the item is less than the Company's insurance excess fee, then the Cleaner will arrange and pay for a replacement. If the value of the item is more than the Company's insurance excess fee, then the Company will rectify the problem by claiming on the insurance to get an exact replacement or a similar item as close to the original.

The Company's insurance will cover damages caused by a Cleaner contracted to work on behalf of the Company. However, all Cleaners sign an agreement that means they are responsible for repairing / replacing anything less than the Company's insurance excess fee.

The Company shall not be responsible for damage due to faulty and / or improper installation of any item. All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to clean without causing harm. All blinds and shelves are assumed to be securely fixed to the wall without falling during cleaning.

Key replacement / locksmith fees are paid for by the Cleaners only if they lose them.

## Liability

The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with:

- Its failure to carry out its services as a result of factors that are beyond its control such as 'acts of god', floods, severe weather conditions, inability to gain access to premises, lack of appropriate resources, such as water, electricity, and lighting.
- Late arrival of Cleaners at the service address. The Company endeavours to be on time to any visit but sometimes due to transport related and other problems which are beyond the Company's control, the Cleaners may arrive with a delay or the cleaning visit may be re-scheduled.
- An existing damage to Clients property in the form of old stains / burns / spillages etc. which cannot be cleaned / removed completely by the Cleaner using standard cleaning methods.
- Non-satisfactory result from the service due to the Client or third-party walking on wet floors or using appliances during or shortly after the cleaning process.

The Company shall not be liable for any odours arising during and / or after cleaning when this is due to factors such as, lack of ventilation, and / or appropriate heating. In the event that any breakages or accidents take place in a commercial Client's premises, this will fall under the business owner's buildings and contents insurance.