



Terms and Conditions

Agreement

These Terms and Conditions represent an agreement between the Agent, Claire's Cleaning, the Cleaner and the Client.

All 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 Agent'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 the Agent, these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client.

The Agent 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) any Cleaner currently subcontracted by the Agent, or subcontracted by the Agent within the 1-year period prior to them leaving. The Client agrees to pay this fee whether notifying the Agent of this action or the Agent discovers this private arrangement independently at any time after it occurs. The Client further agrees to reimburse the Agent for any, and all collection or legal fees the Agent incurs in collecting this fee.

Confidentiality

The Agent and Cleaner agree to keep keys and any other Client information secure and confidential. All Cleaners that are subcontracted by the Agent have signed a policy agreement to protect personal information i.e. door codes, personal mail. Personal 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 Admin use only. You can request removal of all your details after you have cancelled services with us.



Domestic

Costs:

Regular Domestic Cleaning is charged per hour, per Cleaner. We require the full amount to be paid for in cash, or bank transfer, to the Cleaner, on the day of the clean.

One Off Domestic Cleaning is charged per hour, per Cleaner. We require the full amount to be paid for in cash, or bank transfer, to the Cleaner, on the day of the clean.

Materials & Equipment:

Cleaning materials and PPE will be provided by the Cleaner. 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 Cleaner 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 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 Cleaner 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:

The Cleaner can either do a basic top to bottom clean or a tailored clean (see further details of what is included on our website). 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 Cleaner and Agent shall not be responsible for any tasks not carried out.

Commercial

Costs:

Regular Commercial Cleaning is charged per hour, per Cleaner. We require the cleans to be paid for before the last working day of each month, as this is when the Cleaners are paid. 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 they can make up the hours on a different day. (See Credited Hours)

One Off Commercial Cleaning is charged per hour, per Cleaner. We require the full amount to be paid for in cash, or bank transfer, to the Cleaner, on the day of the clean.

Materials & Equipment:

Cleaning materials and PPE will be provided by the Cleaner. In some circumstances; a vacuum cleaner, brush and mop can also be provided by the Cleaner 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 Cleaner 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 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 Cleaner 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:

The Cleaner can either do a basic top to bottom clean or a tailored clean (see further details of what is included on our website). 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 Cleaner shall not be responsible for any tasks not carried out.

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 and charged by the 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:

Cleaning materials and PPE will be provided by the Cleaner. In some circumstances, for instance an empty property clean, then a vacuum cleaner, brush and mop can also be provided by 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 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, the 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

Payments are to be discussed between both Cleaner and Client and agreed before any cleans take place.

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 full amount of payment due for the clean will be charged by the Agent as a cancellation fee which will be paid directly to the Cleaners to cover their transport costs, travel time and loss of earnings due to cancellation at short notice.

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

The Agent reserves the right to charge interest on invoiced amounts unpaid for more than 7 days at the rate of £20 per week.

If the Agent 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 Agent.

If the Client requests keys to be collected by the Cleaner 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 Agent advises the Client to be aware of additional charges.

The Cleaners reserve the right to re-evaluate the rates at any time should the Client's initial list of tasks / requirements change.

Credited Hours

If a clean is missed, but payment has already been made to the Agent / Cleaner, then the Client can request credited hours.

Credited hours will only be issued 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 Cleaner / Client's control.

Please note: The Cleaner will always try to rearrange if they are not able to attend a scheduled visit and will inform the Client prior to the visit.

The Agent's Account Manager will review all payments on a monthly basis and inform any Clients that appear to be in credit. After confirmation of credit, the Client can request the Cleaner to do extra hours on another visit to use up the credit.

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 Cleaner will do their best to accommodate. Any changes to booked services are subject to a 24-hour prior notice and availability.

Please note, that the Cleaner cannot guarantee that they 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 Cleaners usual working hours are weekdays Monday to Friday, including Bank Holidays if the Client and Cleaner wish to continue the service on these days.

The Agent 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 directly 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, but their hourly rate will be higher.

The Client and Cleaner must rearrange any cleans directly between themselves and confirm additional prices before the clean goes ahead.

The Agent is not currently operating during standard office hours but will endeavour to respond to any emails as soon as possible.

The Agent reserves the right to retain deposits 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.

If the Client cancels their regular cleaning services, then it is the Client's responsibility to inform the Cleaner before the last clean day so that the keys can be posted back to the property. If the Cleaner is not notified before the last clean day, then it is the Client's responsibility to arrange the return of keys from the Cleaner after the cleaning service has ended.

If the Client requests keys to be posted back to the property by the Cleaner, then a £10.00 charge may apply in some circumstances to cover costs of transport and time spent to return the key.

Complaints

We request that any complaints or reports of damages are to be provided in writing (by email) within reasonable time of service completion (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 Agent within reasonable time of service completion (24 hours). The Agent 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 Agent has built their business and reputation by providing Clients with the best possible cleaning service available. Still, the Agent realises, that because their Cleaners are human beings, they sometimes make mistakes. For this reason, the Agent 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) and The Agent agrees after looking into the complaint that the Cleaner has not carried out their duties correctly within expectations of time, then the Cleaner will return to the Client's home and clean those areas again to a thorough standard, with no extra charge.

The Client agrees to allow the Cleaner to come back and clean over 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 Guarantee and we will consider the matter fully settled.

Claims

The Client agrees that due to the nature of the service, the Cleaner's guarantee only to correct any problems reported within reasonable time of the completion of the service (24 hours).

The Cleaner 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 Agent 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 Agent's insurance excess fee, then the Cleaner will arrange and pay for a replacement. If the value of the item is more than the Agent's insurance excess fee, then the Agent will rectify the problem by claiming on the insurance to get an exact replacement or a similar item as close to the original.

The Agent's insurance will cover damages caused by a Cleaner subcontracted to work on behalf of the Agent. However, all Cleaners have signed an agreement to confirm they are responsible for repairing / replacing anything less than the Agent's insurance excess fee.

The Cleaner 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 Agent & Cleaner 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:

- Failure to carry out services as a result of factors that are beyond our 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. Cleaners always endeavour to be on time to any visit but sometimes due to transport related and other problems which are beyond the Agent's control, the Cleaners may arrive with a delay, or the cleaning visit may be re-scheduled.
- An existing damage to Client's 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 Agent 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. If any breakages or accidents take place in a commercial Client's premises, this will fall under the business owner's buildings and contents insurance.

Covid19 (as of July 2020)

Please see below details of the new ways we will be working. These ways are written for domestic house cleans but could also apply to commercial and deep cleaning, are all optional and have been created by The Agent due to the announcement that Cleaners are able to return to work. The Agent emailed this to the Cleaners and existing Clients in May 2020. Please be patient with us as we try and work out the best way to do our job while ensuring you, your families and us and our families stay safe.

For us to continue to work safely, and for anyone that is wanting to protect themselves and others, here is a list of new procedures which the Cleaner and Client can discuss and decide what is best for everyone based on their circumstances.

Only one house per day to be cleaned until it is safe to clean more.

Cleans could take place when the Client is not home or sitting outside in the garden. If they are not able to leave the home, then they could stay in one room. That one room could not be entered or cleaned during that time if preferred.

If the Cleaner / Client have questions they can discuss over the phone. If they need to discuss anything in person, this can be done at a safe distance in separate rooms with the door slightly open. They do not need to be in the same room at any point.

Covid19 Agreement - In order to decide what level of protection is needed, Cleaner & Client need to discuss if either is:

- High risk / shielding
- You or anyone in your household have any symptoms, even not covid19 related, as some people may be high risk
- You are a key worker or you share a household with a key worker or someone who is regularly in contact with a lot of people in case the cleaner is high risk or has high risk in their household
- If you or anyone in your household has been in contact with someone with covid19

Prior to the Cleaners arrival the Client could;

1. Ensure they are out of the house.
2. Leave the vacuum & mop out ready to be used and wipe down with a damp cloth with washing up liquid and then a cleaning / antibacterial spray.
2. Ensure any heating / air conditioning is switched off and all windows are open to allow circulation of air throughout the house.
3. Provide their own shoe covers and cleaning cloths for the Cleaners to use to prevent transmission between households.

Cleaning Instructions - to be discussed and agreed between Cleaner and Client before any cleaning commences:

1. You must agree on permission for the Cleaner to have use of toilet / tea & drink making facilities
2. You must agree on a new cleaning routine. Does it include any or all of the below? If so, it may take longer and that will need to be discussed directly and trialled.
 - *Door handles and light switches* • *Appliance handles and dials – e.g. kettle handle, fridge door, oven and microwave dials* • *TV remotes* • *Shared computer equipment such as keyboards* • *Toilet and tap handles* • *Food prep areas and bathroom surfaces*

Covid19 Cleaning New Procedures List:

Cleaners will still be expected to provide their own cleaning materials and use the Client's vacuum and mop. Cleaners will be expected to provide their own PPE. Unless the Clients would like to provide their own cloths and shoe covers for the Cleaners to use, and they can be stored in their home.

Procedures that could be added to the Cleaner's routine at the beginning and end of every clean;

Beginning of clean: in porch / doorway

End of clean: in porch / doorway

1. Use hand sanitiser with a minimum of 60% alcohol at the start and finish point of every clean before and after gloves
2. Disposable gloves: to be put on at start of clean and removed and disposed of at finish point
3. Reusable masks: to be put on at start of clean and removed at finish point
4. Disposable arm sleeve covers: to be put on at start of clean and removed and disposed of at finish point
5. Reusable shoe covers: the client could provide their own reusable shoe covers to help prevent anything being spread between houses. To be put on at start of clean, wiped down and removed at finish point



6. Cleaning cloths: the client could provide their own cleaning cloths to help prevent anything being spread between houses. There must be designated areas for these before and after use

7. Before leaving the house, ensure the vacuum & mop are left out ready to be put away and both have been wiped down with a damp cloth with washing up liquid and then a cleaning / antibacterial spray.

8. When wiping down any surface to prevent spread of covid19 you must use washing up liquid before any disinfectant as Dr Primrose Freestone, Associate Professor in Clinical Microbiology at the University of Leicester explains: *'COVID-19 is an enveloped RNA (ribonucleic acid) virus, meaning that proteins and lipids are part of its structure. Therefore, detergents by themselves – such as soap and even washing-up liquid – work very well at disrupting the virus structure by dissolving the lipids, which in turn inactivates the virus by stopping it binding to our cells.'*

The cleaners may need to increase the cost of their cleaning service, depending on what level of PPE is needed. Any price increase made by the Cleaners will go straight to the Cleaners to cover their PPE expenses and for any extra time needed for safe preparation. This is to be discussed between both Cleaner and Client and agreed before any cleans take place.

Payments could be made via bank transfer, or Paypal to the Cleaners to prevent transmission using cash.

Covid19 Terms & Conditions - between Cleaner & Client:

- Cleans are now all subject to change.
- Cleaners may run late due to preparations.
- Cancellations might be made within less than 24 hours. Any clients that decide to cancel due to any of the above points will not be charged late cancellation fees and we would expect understanding from the cleaners on this, as we would expect understanding from the clients if the cleaners cancel due to any of the above points.
- Cleaning cover will no longer be provided to Clients if their current Cleaner has had to cancel. This is to prevent further contamination from less people entering different homes.
- We will not be recruiting any new Cleaners at this time. You will not be given a new Cleaner unless your current Cleaner is leaving and another regular replacement Cleaner is available to take your clean on.

Please note:

All Cleaners are self-employed and fully insured. They all have a DBS check and provided references to The Agent before they started. If they want to share these with their clients that is up to them, but The Agent won't share any information without their permission.

Cleaners have been provided with cleaning, health and safety and first aid training prior to covid19.

To save any extra contact, The Agent will not be attending any Clients homes from now on, as the Cleaners and Clients can discuss the above procedures over the phone.

The Agent will not be able to supervise or monitor every Cleaner or enforce the procedures above. It is up to the Cleaner and Client to decide how they want the service to run. This should all be confirmed in writing between the Cleaner and Client however they wish to make an agreement. If either Client or Cleaner does not follow the suggested guidance, they do so at their own risk and The Agent cannot be held responsible for their actions. The Agent has advised to the best knowledge, the safest way to continue with cleans.