

# The Spring Cleaners (SW) Ltd

Cleaning Services for **NAMED ORGANISATION**

Terms and Conditions

The terms of business of The Spring Cleaners (SW) Ltd ("We" or "the Company") govern all transactions between **CLIENT NAME**, the client ("You" or "the Client") and the Company concerning the service supplied by the Company to The Client as specified in this agreement (the "Service"). We enter into this agreement ("Agreement") with You, intending that all the terms of the Agreement between us are included in these terms and conditions ("Terms") as well as in writing on the front of, or at the beginning of this Agreement to which these Terms are behind, or attached.

This Agreement commences on **DATE** and will last for a period of twelve months. The payment is **£AMOUNT** per month based on an hourly rate of **£AMOUNT** to be paid on **DATE** by standing order to the Company.

## **1 PROVIDING THE SERVICE**

- 1.1 We will provide you with our vetted and trained commercial cleaners (a "Cleaner").
- 1.2 We will have vetted, personally interviewed, and reference checked each Cleaner. You may request details of the vetting procedure used in individual cases, where applicable.
- 1.3 We will allocate one or more Cleaners on, and subject to, these terms. When we have supplied the Cleaner with your details, and instructed the Cleaner with your cleaning requests, a Cleaner shall be deemed to have been allocated ("allocate" and "allocation" in these Terms will have that meaning).
- 1.4 The Service will be for such cleaning duties as agreed with you at the time of booking. If any estimate is given on how long it will take our Cleaner(s) to do the job, this is only an estimate based on the average time it takes to clean a property of similar size, without inspection, and based on information provided by you.
- 1.5 If at the commencement or during the course of providing the Service, it is apparent that the actual cost of the Service will exceed the quote provided by the Company, we will provide you with the option to pay an increased fee to complete the Service, or pay the quoted amount without the Service being completed.
- 1.6 If our cleaners need to collect keys from a third party's address outside the postal code of the premises where the work is to be carried out, then a £12.00 charge may apply to cover our travel and administrative expenses.
- 1.7 Parking charges are applicable if parking arrangements cannot be made.

## **2 PAYMENT**

- 2.1 You shall set up a standing order paying the Company the sum specified at the beginning of this Agreement ("Sum"). The Sum may be varied by the Company notifying you five days before the payment is due. Whether or not you benefit from the services of a Cleaner, such payments will continue until this Agreement is terminated in accordance with clause 8.2. At your option, any credit in the Client's account can be added, to the end of the Client's contract

so that we will continue to provide you with a Cleaner, even if this Agreement has been terminated in accordance with clause 8.2, until the period credited expires, or you may arrange with the Company to take the period credited during the term of the contract.

- 2.2 You agree to pay the full amount for 50 weeks over a rolling year period, providing for two weeks holiday per annum or cancellation providing that a minimum of 15 days notice is given. If less than 15 days notice but more than two days notice is given for cancellation or holiday, half the agreed fee will become payable. If less than two days notice is given for cancellation or holiday, the agreed fee is still payable. If 15 days notice is given for cancellation or holidays exceeding the two weeks allocated within a 12-month period, half the agreed fee will be required as a retainer for our services.
- 2.3 The minimum fixed term for this Agreement is three months (the "Initial Term"). After this, you can end this Agreement by giving at least three month's written notice to the Company, at the address, to end this Agreement under Clause 7.
- 2.4 On termination of this Agreement by either party no rebate will be made where you have declined the allocation of a Cleaner in respect of any period for which you have paid the Company in advance.
- 2.5 If you use the Cleaner for more hours than you have paid for, you are liable to pay an additional fee according to those hours.
- 2.6 All payments must be paid when due. If such payment is not received when due, the full price becomes payable, and any expenses incurred by the Company in recovery of the balance shall be chargeable to you. Correspondence from the Company to you regarding the recovery of outstanding balance will be charged in line with other professional institutions, (including mediation, out of court settlement or any action taken for recovery of debt from you).
- 2.7 If the Company have not received payment in full for the Service within one calendar month, then a late payment fee of 8.5% applies for the first month. Interest will be charged on the fixed rate of 8.5% per month on any amount remains outstanding thereafter.

### **3 THE COMPANY'S OBLIGATIONS**

- 3.1 The Company is entitled to undertake a job safety analysis before the commencement of any work to assess the health and safety risk at the premises.
- 3.2 The Company may, either before or during the provision of the Service not use or cease using any materials or cleaning equipment provided by you if the Cleaner thinks, in their absolute discretion, that the use of such materials or cleaning equipment poses a risk to health and safety.

### **4 THE CLIENT'S OBLIGATIONS**

- 4.1 You will keep us fully notified by giving a minimum of two working days notice of:

- 4.2.1 Any changes in requirements relating to the hours or days worked by a Cleaner; or
- 4.2.2 Any complaint about a Cleaner which causes you to wish to appoint a new Cleaner instead of the existing Cleaner;
- 4.3 You will supply all the necessary and operational cleaning, vacuuming, and/or ironing equipment needed to do the job to your requirements which must be safe to operate. The Cleaner has the right at their absolute discretion to refuse to use any equipment or cleaning materials that they deem to pose a risk to their health and safety.
- 4.4 You must give a clear set of instructions should you have any requirements to the Cleaner and must only require him/her to undertake commercial cleaning.
- 4.5 The Client acknowledges that if they have any complaint regarding the standard of the cleaning service provided, they will notify the Company and allow them 24-hours or as agreed to correct the situation. No payment for the services will be withheld until after this has occurred.
- 4.6 You acknowledge that the Company invests significant resources in recruiting, selecting and training its Cleaners. Unless the Company gives prior written permission, you must not, directly or indirectly, engage, employ or contract with any Cleaner to provide any commercial cleaning services to you or any associate for any period during which services are provided by the Company or for a period within 12 months after the conclusion of any Service.
- 4.7 The Client acknowledges that the Company may suffer loss and damage, including, without limitation consequential loss, as a result of a breach of this clause by you
- 4.8 The Client must not request any personal details of the Cleaner, and should they need to contact them, this should be only through the Company.

## **5 INSURANCE**

- 5.1 The Company have public and employer's liability insurance. The policy will cover major accidental damage caused by our Cleaners. You must inform us of any incident where an accident, breakage, damage to property or theft has occurred due to any act of the Cleaner within 24 hours of completion of the Service.
- 5.2 Any claims reported later than 24 hours after the clean will not be considered. If a report of damage is made on a Saturday it must be reported by Monday 12pm to be accepted as a valid claim.
- 5.3 All fragile and highly breakable items must be secured or removed. Items excluded from liability are: cash, jewellery, items of sentimental value, art and antiques. We may require entry to the location of the claim within 24 hours to correct or assess the problem.

- 5.4 You acknowledge and agree that the Company does not have access to police records, and may not have access to criminal records, when vetting Cleaners and we cannot be liable for false or misleading information provided by Cleaners.
- 5.5 We will not arrange for the insurance referred to in this clause if the Company fee has not been paid by the Client in accordance with the terms and conditions of this Agreement.

## **6 EXCLUSION OF LIABILITY**

- 6.1 To the extent permitted by law, the Company hereby excludes liability, for any loss or damage whatsoever, including breach of contract, breach of any statutory provisions or implied terms, and/or as a result of negligence of the Company or its employees.
- 6.2 In any event, the Company does not accept liability for any business loss (including, without limitation, any loss of contracts or business opportunity, loss of revenue, loss of profits or loss of anticipated savings in expenditure).
- 6.3 The Company may keep any retainer, and decide not to allocate you a Cleaner, if it believes that the Client is acting unlawfully, or is an unsuitable or unreasonable contractor, the Company's decision being final in this matter.
- 6.4 Not completing or providing the Service due to an act or omission by you or any other person at the Premises during provision of the Service;
- 6.5 Existing dirt, wear, damage or stains that cannot be completely cleaned or removed; old stains that cannot be removed using normal cleaning methods.
- 6.6 Any wear or discolouring of fabric or surfaces becoming more visible once dirt has been removed;
- 6.7 All fragile and highly breakable items, cash, jewellery, items of sentimental value, art and antiques.
- 6.8 Accidental damage due to faulty equipment.
- 6.9 Any accidental damage caused by a Cleaner, if there is an outstanding amount owed to us excluding payment due for the cleaning visit when the accident happened.
- 6.10 The Company will not be responsible for triggering any alarm systems. You need to provide special instructions for deactivation/activation of any alarm systems.

## **7 TERMINATION**

- 7.1 Subject to clauses 2.5 we can terminate this Agreement only by giving not less than two working days notice in writing to the Client.
- 7.2 You can terminate this Agreement only by giving at least three months notice in writing to the Company such notice to be given to expire at the end of the Initial Term or at the end of a Quarter.

7.3 You will not refer any Cleaner introduced by the Company to any other person except through the Company, and if you do so refer any Cleaner, you will be liable to pay an introductory fee. The restrictions contained in Section 8 and Sub-Clauses.

## **8 INTRODUCTORY FEE**

8.1 If you retain, employ or otherwise engage a Cleaner directly (i.e. otherwise than through us) who was introduced to you by us, at any time within twelve months of the last cleaning services provided to you through us, you will be liable to us for an introductory fee calculated in accordance with 9.2 below.

8.2 The introductory fee is calculated as follows:

8.2.1 In respect of a one off use of a Cleaner introduced to you, £500.00 plus 1 x the amount stated on your invoice, or

8.2.2 In respect of a cleaner engaged on a recurring basis in accordance with the provisions of this agreement, £500.00 plus 4x your last quarterly invoice.

8.2.3 The introductory fee is payable within fourteen days of a written request to you by us.

## **9 GENERAL**

9.1 It is the intention of the Company and the Client that all the terms of the Agreement between us are included in writing on the form to which these Terms are attached and in these Terms. Therefore include, in the space provided on the form to which these Terms are attached, any other applicable terms or special requirements. These other applicable terms or special requirements, or any variation of this Agreement shall only be effective if such variation is in writing and signed by a Director of the Company, and the Client

Signed:

Date:

Signed on behalf of The Spring Cleaners

Signed:

Date:

**Clients Name:**