Plaire's Cleaning

MAKING HOMES & BUSINESSES HAPPIER

### **Terms and Conditions**

### Contract

These Terms and Conditions represent a contract between 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 an employment referral fee of £250.00 per person, should they directly employ (either legally or on a cash basis) anyone currently employed/sub-contracted by the Company, or employed/sub-contracted by the Company within the 1 year period prior to such employment. The Client agrees to pay this fee whether notifying the Company of this action or the Company discovers this employment 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.

# **Domestic**

Cleaning materials; sprays, wipes, polish, cloths, gloves etc will be provided by Claire's Cleaning. 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.

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

If not 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

Cleaning materials; sprays, wipes, polish, cloths, gloves, vacuum cleaner, brush and mop will be provided by Claire's Cleaning. Any other equipment, such as buffer machine, carpet shampooer etc. must be provided by the Client. (Unless they make a booking for our specialist carpet cleaning to take place at an extra charge outside the usual hourly rate detailed in the contract). 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.

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

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 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.

### **Deep Cleans**

Deep Cleans are charged per job, taking into account the current condition, number of rooms, bathrooms, WCs, shower rooms and en-suites. Please note that we do not charge per hour per cleaner and the number of Cleaners attending your property may vary.

The quoted price does not include extras like: fridge, oven, blinds, carpet and upholstery cleaning, stripping and polishing floors, cleaning walls/ceilings, cleaning balconies/terraces. Any extra services are priced separately.

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.

# Payment

Regular Domestic & Commercial Clients: Payment is due on 30<sup>th</sup> of every month or within 48 hours of invoice by bank transfer/standing order. We reserve the right to cancel services without notice due to outstanding funds on the Client's account.

If the staff cannot gain entry to the Client's home through no fault of their own (e.g. no key left out for them, doors locked from the inside, locks on that they haven't been given keys for or nobody home to allow them access) then the Company will charge £20.00 standard fee to cover the Cleaner's transport costs and travel time.

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 pick up of keys. If said keys need to be returned back 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 may 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.

#### Refunds

Refund 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 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, a refund can be requested by the client if payment has already been collected by the Company and the cleaner did not attend a visit. This is unless the Company are otherwise instructed by the client to add the hours onto another cleaning visit.

#### 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 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 Monday – Friday 9am – 6pm including Bank Holidays.

The Company and Cleaners do not work on: Christmas Day, Boxing Day, New Years Day. If the Client's cleaning visit is due on any of these days, they can either request a refund for the cost of the clean or add the hours onto another day.

Please note that our 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 Deep Cleans if it is cancelled within less than 24 hours prior to the job.

# **Complaints**

We request that complaints or feedback 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 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.

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 you a guarantee. If the Client is not satisfied with the cleaning standard of certain areas after the cleaning, the Cleaners will come back to the Client's home and re-clean those areas free of charge.

The Client agrees to allow the Company back to re-clean any disputed areas/items or repair damaged items, before making any attempts to clean those areas/items himself or arranging a third party to carry out cleaning or repair 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 draw 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.

Any refunds or adjustments must be requested to the Company directly and subject to approval by the Company.

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, the Company will attempt to repair the item at its cost. If the item cannot be repaired, the Company will rectify the problem by crediting the customer with the item's present actual cash value toward a like replacement from a Company's source.

The Company's public liability insurance will cover damages caused by a Cleaner contracted to work on behalf of the Company.

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.

Key replacement/locksmith fees are paid only if keys are lost by our Cleaners.

### 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 rescheduled.

- 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.

