

# EYESTO CLEANING SERVICES

## TERMS AND CONDITIONS

### 1. Definitions

**“The Company ”** – means Eyesto Cleaning Services and/or any franchisees trading under a franchisee agreement

**“Cleaner”** – means the person or firm carrying out cleaning services on behalf of the Company.

**“Client”** – means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the cleaning services are supplied by the Company.

**“Service”** – means the cleaning services carried out on behalf of the Company.

**“Cleaning Visit”** – means the visit to the Client’s service address by the Cleaner in order to carry out the Service.

### 2. Contract

2.1. These Terms and Conditions represent a contract between Eyesto Cleaning Services and The Client.

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

2.3. Unless otherwise agreed in writing these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by The Client.

2.4. No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the Company.

2.5. The Company operates a minimum charge of 2 hours per cleaning visit.

### 3. Payment

3.1. All work carried out by The Company at your request, whether experimental or otherwise will be charged accordingly. Any work

undertaken by The Company on behalf of The Client is carried out on the basis that The Client has fully approved such work whether we have received an official order providing there is evidence of written or verbal confirmation to proceed, including letter, facsimile or email correspondence between the parties.

3.2. Payments of fees rendered by invoice are due within the dates stated on the invoice via our appointed Bank.

3.3. Interest may be applied to any overdue accounts at a rate of 8.5%.

Where payment has not been received we reserve the right to withhold services, documents, and information, and have the right to cease to work on your account, and to terminate the engagement if payments are unduly delayed.

3.4. Any expenses incurred whilst working on your behalf will be charged and appropriate records will be kept and will be available for inspection. Such expenses may include the use of meeting rooms and other facilities, internal printing, courier charges, and international but not national telephone calls.

3.5. Consistent late payment will incur a 20% pre-payment for all future work.

3.6. We have a statutory right to interest and compensation for debt recovery costs under the late payment legislation if not paid according to agreed credit terms. The Late Payment of Commercial Debt (Interest) Act (1988) states that for debts of less than £1000, the penalty is £40, rising to £70 for debts up to £9,999.99 and £100 above that. Interest is payable at the above rate in section 4.4. The penalties and interest now apply to all businesses regardless of size.

3.7. Unless otherwise expressly stated, all prices shall be in Pounds Sterling and shall be exclusive of VAT and other duties.

3.8. We shall invoice monthly or at the end of a project dependent on the agreed terms.

3.9. All prices are net, and no settlement discount is allowed. All accounts are payable no later than 7 (Seven) days from date of invoice unless otherwise agreed by The Company in writing. Note that the payment terms

are required whether you have signed off on the copy or not.

3.10. After the 7-day payment period has passed all further work for The Client will cease.

3.11. All quotations offered by us are deemed valid for a period of 30 (Thirty) days, after which time we reserve the right to revise the said quotation.

3.12. We provide services on a one-off and retainer basis.

3.13. Any additional work requested that isn't covered in the original brief will be quoted separately and added to the original invoice. One month's notice is required to discontinue the service.

3.14. All Cleaning service prices are reviewed each year and adjusted in line with inflation, minimum wage increases or any reasonable circumstances.

#### **4. Equipment**

4.1. Cleaning materials are provided by the Company. If you require us to use your solutions or equipment they must be safe to use/operate, in full working order and must not require any special skills to be used for the purpose of cleaning.

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

4.3. If the Client requires the Cleaner to use their own materials and equipment including vacuum cleaner the Company cannot accept any liability should anything go wrong with either the equipment or the outcome of using it.

#### **5. Checklists**

5.1. We shall provide the client a checklist on request or ask all clients to leave a list of priorities for the cleaner. This means that the cleaner can tick off top to bottom what they are able to do within the allotted time.

#### **6. Refunds**

6.1. No refund claims will be given once the cleaning service has been

carried out. If for any reason the Client is dissatisfied with any aspect they must notify the Company within 24 hours, and this will be rectified.

6.2. 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 session and a payment has been already received by the Company.

6.3. Refund will be issued if a Cleaner does not attend a cleaning visit, payment for which has been already received by the Company.

## **7. Cancellation**

7.1. The Client agrees to pay the full price of the cleaning visit, if: a) The Client cancels or changes the date/time less than 24 hours prior to the scheduled appointment; b) The Client fails to provide access to the service premises thus preventing the Company to carry out the booked work; c) There is a problem with the Client's keys and the Cleaner cannot let themselves in. If keys are provided they must open all locks without any special efforts or skills.

7.2. If the Client needs to change a cleaning day or time the Company will do its best to accommodate them. A minimum of 24 hours' notice is required.

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

7.3. The Company's cleaning operatives work on any day of the week including Bank Holidays. If the Client's cleaning visit is due on a Bank Holiday and she/he hasn't called or e-mailed the Company to cancel the visit 24 hours prior to the start of the cleaning session, the Client agrees to and understands that the regular amount due for that cleaning visit will be charged regardless of whether the cleaning operative has cleaned the Client's property or not.

## **8. Termination**

8.1. The Client may terminate this contract by giving 30 days prior notice in writing once the initial contracted term (12 months) has ended.

8.2. If The Client wishes to terminate the contract within the initial contracted term (12 months), The Client must pay the outstanding balance for the remainder of the contract.

8.3. The Client agrees to pay a cancellation fee equivalent to 30 days service if: 1) No notice is given; 2) The Client provides a termination of notice less than 30 days

8.4. Prior to termination of the Contract, the Client is obliged to provide details of any incoming contractor for the purposes of compliance with the Transfer of Undertaking (Protection of Employment) Regulations 2006

## **9. Claims**

9.1. The Company's public liability insurance will cover damages caused by a cleaning operative working on behalf of the Company up to **£1,000,000.00**. In order to keep our prices competitive all claims are subject to an excess of **£100.00** pay able by the client.

9.2. The Client agrees that due to the nature of the service the Company guarantees only to correct any problems reported within 24 hours. If a problem occurs on a Saturday, it must be reported by Monday 12:00 in order to be accepted as a valid claim. Failure to do so will entitle the Client to nothing. The Company may require entry to the location of the claim within 24 hours to correct the problem. Any refunds or adjustments must be requested to the Company directly and subject to approval by the Company.

9.3. The Client waives his right to stop payment on his cheque unless the Company fails to make good on the guarantee shown in part 15.

9.4. 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.

9.5. In case of damage, The Company will 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 upon payment of cleaning services rendered.

9.6. 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.

9.7. Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law together by the Company and the Insurance Provider(s). Monetary compensation as well as legal fees may incur.

9.8. Key replacement/locksmith fees are paid only if keys are lost by our operatives. There is a £30 per location liability limit.

## **10. Complaints**

10.1. All complaints are taken seriously. If you are not happy with any aspect of our service please call us as soon as possible and give us the chance to rectify it. Your custom is very important to us, and we want you to be happy.

10.2. If the Client is dissatisfied with a currently occurring service, The Company asks that The Client notifies us as soon as they notice anything that might be to their dislike by calling (02922742357). Please do not wait until the service is ending.

## **11. Liability**

11.1. 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 a late arrival of Company operatives at the service address. The Company endeavours to be right on time on any visit but sometimes due to transport related and other problems which are beyond the Company's control, the Company operatives may arrive with a delay, or the cleaning visit may be re-scheduled.

11.2. 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 – 1. A cleaning job not complete due to the lack of hot water or electricity 2. Third party entering or present at the Client's premises during the cleaning process.

11.3. Any existing damage to Client's property in the form of old stains/burns/spillages etc. which cannot be cleaned/removed completely by the cleaning operative. Any damages worth £100.00 or less.

## **12. Supplementary Terms**

12.1. If the Client requests key is to be collected by the Company's operatives from a third party's address, then a £5.00 charge will apply. The charge will cover only the pick-up of keys. If said key/s need to be returned back to the third party's address or any other address additional charge of £5.00 will apply.

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

12.3. The Company reserves the right to amend the initial quotation, should the Client's original requirements change.

12.4. If any estimates of how long it will take the cleaning operatives 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 one off cleans may take longer to complete due to longer intervals between cleaning sessions, number and type of cleaning tasks required, when compared to the regular maintenance cleaning of the same property.

12.5. The Client understands that the price he has been quoted may vary according to condition of property and room sizes etc.

12.6. The Company shall endeavour to arrange a replacement cleaner if your regular cleaner cannot attend a scheduled visit and will inform the Client prior to the visit.

12.7. Post Construction Cleaning (Builders Cleaning), Event Cleaning 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 ask for our specialist cleaning services: Builders Cleaning or Event Cleaning.

12.8. The cleaning operatives are not allowed to hand wash any items of clothing belonging to the Client. The Company advises that our operatives can only use a washing machine for such tasks.

12.9. All fragile and highly breakable items must be secured or removed.

12.10. The Company reserves the right to make reasonable changes to the Terms and Conditions in agreement with the other party.

### **13. Our Guarantee**

13.1. 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 operatives are human beings, they sometimes make mistakes. For this reason, the Company offers a Guarantee. If the Client is not satisfied with any areas that have been cleaned, the Company's operative will come back to the Client's premises and re-clean those areas free of charge.

Please note that this guarantee will not apply if the condition of the premises has deteriorated since the original cleaning was undertaken.