

Cleaning services terms and conditions for Pledge2Sparkle Ltd

Please read these Terms and Conditions carefully. All contracts that the Provider may enter into from time to time for the provision of the Provider's services shall be governed by these Terms and Conditions, and the Provider will ask the Customer for the Customer's express written acceptance of these Terms and Conditions before providing any such services to the Customer.

1. Definitions

1.1 In these Terms and Conditions:

- (a) "**Business Day**" means any week day, other than a bank or public holiday in England;
- (b) "**Business Hours**" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;
- (c) "**Charges**" means the following amounts:
 - (i) the amounts specified in Section 4 of the Statement of Work;
 - (ii) such amounts as may be agreed in writing by the parties from time to time; and
 - (iii) amounts calculated by multiplying the Provider's [standard time-based charging rates (as notified by the Provider to the Customer before the date of a Contract)] by the time spent by the Provider's personnel performing the Services (rounded [down by the Provider to the nearest quarter hour]);
- (d) "**Contract**" means an agreement under these Terms and Conditions between the Provider and the Customer;
- (e) "**Customer**" means the person or entity identified as such in Section 1 of the Statement of Work;
- (f) "**Customer Premises**" means any premises [owned or controlled by the Customer] at which the parties expressly or impliedly agree the personnel of the Provider shall provide Services;
- (g) "**Effective Date**" means [the date of execution of a Statement of Work incorporating these Terms and Conditions];
- (h) "**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including [power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars]);
- (i) "**Provider**" means **Pledge2Sparkle Ltd**, trading address, **Suite 6, Burley House, 15 High Street, Rayleigh, SS6 7DY**, a company registered in England, registered company number **09088821**.
- (j) "**Services**" means the cleaning services specified in Section 2 of the Statement of Work;
- (k) "**Statement of Work**" means a statement of work agreed by the parties and incorporating these Terms and Conditions by reference;

- (l) **"Term"** means the term of a Contract, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2; and
- (m) **"Terms and Conditions"** means these terms and conditions, including any amendments to these terms and conditions from time to time.

2. Term

2.1 A Contract shall come into force upon the Effective Date.

2.2 A Contract shall continue in force until:

- (a) all the Services have been completed; and
- (b) all the Charges have been paid in cleared funds,

upon which it will **terminate subject to termination in accordance with Clause 12.**

2.3 There is no contract term.

3. Services

3.1 The Provider shall provide the Services to the Customer in accordance with these Terms and Conditions.

3.2 The Provider shall provide the Services [with reasonable skill and care / in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry of cleaning and ironing.

3.3 If the Customer believes that any element of the Services does not meet the standard specified in Clause 3.2, then the Customer must promptly notify the Provider and allow the Provider to inspect the results of those Services and, if those Services do not meet that standard, re-perform those Services.

3.4 The Provider shall devote such of its personnel's time and expertise to the performance of the Services as may be necessary for their satisfactory and timely completion.

3.5 The Provider shall comply with all reasonable requests and directions of the Customer in relation to the Services.

4. Customer Premises

4.1 The Customer shall:

- (a) promptly provide to the Provider such access to the Customer Premises as is reasonably required by the Provider for the provision of the Services; and
- (b) maintain the Customer Premises in good order for the supply of the Services and in accordance with all applicable laws.

4.2 The Provider shall use all reasonable measures to secure any keys, and any other means of access, supplied by the Customer to the Provider for the purpose of enabling the Provider's personnel to enter and work at the Customer Premises.

5. Customer obligations

- 5.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such:
- (a) co-operation, support and advice
 - (b) documentation ie (signed terms and conditions/payment; and
 - (c) consents and permits,
- as are reasonably necessary to enable the Provider to perform its obligations under these Terms and Conditions.
- 5.2 The Customer must provide to the Provider access to a water supply, a waste water disposal facility and mains electricity supply.

6. Charges

- 6.1 The Customer shall pay the Charges to the Provider in accordance with these Terms and Conditions.
- 6.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of Charges given to the Customer being exceeded or any budget specified by the Customer or agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 6.2.
- 6.3 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated inclusive of any applicable value added taxes.

7. Payments

- 7.1 The Provider shall issue invoices for the Charges to the Customer on a monthly basis during the term that the customer requires the provider's services. An invoice will be sent one month after the services commence.
- 7.2 The Customer must pay the charges to the Provider **one month in advance** for the services that they require. This is required for **regular services only**. Payments for one off cleans/ironing can be BACS transferred or paid by cheque. As soon as payment is received by the provider the services will commence.
- 7.3 The Customer must pay the charges by standing order or by sending a cheque to the provider's trading address. A standing order mandate will be sent to the customer in their welcome pack to hand to their bank/building society.
- 7.4 If the Customer does not pay any amount properly due to the Provider under these Terms and Conditions, the Provider may charge the Customer interest on the overdue amount at the rate of [8% per annum above the UK base rate of HSBC Bank Plc from time to time] (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month).

8. Cancellation rights

- 8.1 There is NO contract term between the customer or the provider.
- 8.2 If the Customer wishes to cancel their services, the provider requires one month's written notice (either by e mail or letter).

9. Warranties

- 9.1 The Provider warrants to the Customer that it has the legal right and authority to enter into these Terms and Conditions and to perform its obligations under these Terms and Conditions.
- 9.2 The Customer warrants to the Provider that it has the legal right and authority to enter into these Terms and Conditions and to perform its obligations under these Terms and Conditions.
- 9.3 All of the parties' warranties and representations in respect of the subject matter of these Terms and Conditions are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of these Terms and Conditions will be implied into these Terms and Conditions or any related contract.

10. Limitations and exclusions of liability

- 10.1 Nothing in these Terms and Conditions will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law, and, if a party is a consumer, that party's statutory rights will not be excluded or limited by these Terms and Conditions, except to the extent permitted by law.
- 10.2 The limitations and exclusions of liability set out in this Clause 10 and elsewhere in these Terms and Conditions:
- (a) are subject to Clause 10.1; and
 - (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 10.3 The Provider will not be liable to the Customer in respect of any special, indirect or consequential loss or damage.

11. Force Majeure Event

- 11.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under these Terms and Conditions (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 11.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under these Terms and Conditions, must:
- (a) promptly notify the other; and
 - (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 11.3 A party whose performance of its obligations under these Terms and Conditions is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

12. Termination

- 12.1 Either party may terminate "services" by giving to the other party at least one month's written notice of termination.

13. Effects of termination

- 13.1 Upon the termination of a Contract, all of the provisions of the Contract shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 7.2, 7.3, 7.4, 10, 13, 14.2 and 17.
- 13.2 The termination of a Contract shall not affect the accrued rights of either party.

14. Status of Provider

- 14.1 The Provider is not an employee of the Customer, but an independent contractor.
- 14.2 The termination of a Contract will not constitute unfair dismissal; nor will the Provider be entitled to any compensation payments, redundancy payments or similar payments upon the termination of a Contract.

15. Notices

- 15.1 Any notice given under these Terms and Conditions must be in writing, whether or not described as "written notice" in these Terms and Conditions.
- 15.2 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in Section 5 of the Statement of Work):
- (a) by e mail
 - (b) by written letter

providing that if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

16. General

- 16.1 **The customer is not permitted to pay the cleaner directly or to employ them privately.**
- 16.2 A Contract may not be varied except by a written document signed by or on behalf of each of the parties.
- 16.3 A Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to a Contract are not subject to the consent of any third party.
- 16.4 Subject to Clause 10.1, a Statement of Work, together with these Terms and Conditions, shall constitute the entire agreement between the parties in relation to the subject matter of that Statement of Work, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 16.5 A Contract shall be governed by and construed in accordance with English law.
- 16.6 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with a Contract.

STATEMENT OF WORK

1. Customer details

The Customer is _____ of _____

2. Specification of Services

[Specify Services]

3. Timetable

[Insert timetable]

4. Financial provisions

[Insert financial provisions]

The parties have indicated their acceptance of the Terms and Conditions and this Statement of Work by signing below.

SIGNED BY *[[individual name]* on *[.....]*, the Provider / *[individual name]* on *[.....]*, duly authorised for and on behalf of the Provider]:

.....

SIGNED BY *[[individual name]* on *[.....]*, the Customer / *[individual name]* on *[.....]*, duly authorised for and on behalf of the Customer]:

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