

TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the provision of cleaning services by "David & Jane" to clients.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement”	means the contract into which the Parties will enter on the Client’s acceptance of the Quotation and of these Terms and Conditions which shall incorporate, and be subject to, these Terms and Conditions and which will be forwarded to the client marked as Schedule 1;
“Agreed Times”	means the times which the Parties shall agree upon during which the Cleaner shall have access to the Property to render the Services as evidenced in Schedule 1;
“Cleaner”	means the employee of "David & Jane" who shall be responsible for rendering the Services to the Client;
“Client”	means the individual that requires the Services subject to these Terms and Conditions and the Agreement;
“Initial Period”	subject to the provisions of Clause 7, means a period of Four Weeks following commencement of the Services during which the Client may not cancel in accordance with Clause 8 of these Terms and Conditions;
“Model Cancellation Form”	Means the model cancellation form which will be forwarded to the client marked as Schedule 2;
“Monthly Fee”	means the fee payable by the Client for the Services in accordance with Clause 4 of these Terms and Conditions;
“Order”	means the Client’s initial request to acquire the Services from "David & Jane" as set out in Clause 2 of these Terms and Conditions;

“Property”	means the Client’s home, as detailed in the Order and the Agreement, at which the Services are to be rendered;
“Quotation”	means a quotation detailing proposed fees and services supplied to the Client in accordance with Clause 2 of these Terms and Conditions;
“Services”	means the cleaning services provided by "David & Jane" as detailed in Clause 5 of these Terms and Conditions;
“Service Period”	means a period of one month which shall begin on the date agreed for the commencement of the Services and repeat until the Agreement is cancelled or terminated in accordance with these Terms and Conditions; and
“Visit”	means any occasion, scheduled or otherwise, on which the Cleaner shall visit the Property to render the Services.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to these Terms and Conditions; and
 - 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
 - 1.2.6 a "Party" or the "Parties" refer to the parties to the Agreement.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. **Orders**

- 2.1 "David & Jane" accepts orders for its Services through telephone instructions, emails, and contact forms via it's website.
- 2.2 When placing an Order the Client shall set out, in detail, the Services required. Details required include the location and size of the Property, number and type of rooms which are to be cleaned, the frequency of Visits required and the type(s) of cleaning required.
- 2.3 Once the Order is complete and submitted "David & Jane" shall prepare and submit a Quotation to the Client either by email or first class post which shall set out the required Deposit and Monthly Fee, detailed in Clauses 3 and 4 respectively.
- 2.4 The Client shall be free to make changes to the Order and Quotation prior to acceptance. The Client may accept the Quotation by telephone, email or first class post.

3. **Deposit**

- 3.1 At the time of accepting the Quotation or not more than 7 days thereafter the Client shall be required to pay a Deposit to "David & Jane". The Deposit shall be 50% of the monthly fee. Orders shall not be deemed confirmed until the Deposit is paid in full.

4. **Fees and Payment**

- 4.1 The Monthly Fee shall be calculated based upon the following factors:
 - 4.1.1 Number of rooms
 - 4.1.2 Services required
 - 4.1.3 Product supplies
 - 4.1.4 Equipment supplies
- 4.2 "David & Jane" shall invoice the Client at the end of each Service Period for the Services rendered during the preceding Service Period.
- 4.3 All invoices must be paid within 14 days of receipt by the Client.
- 4.4 Any sums which remain unpaid following the expiry of the time period set out in sub-Clause 4.3 shall incur interest on a daily basis at 5% above the base rate of Santander plc from time to time until payment in full is made.

5. Services

- 5.1 The Services shall be rendered in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by mutual agreement from time to time).
- 5.2 "David & Jane" shall use reasonable endeavours to ensure that the same Cleaner is always assigned to the Client. If a particular Cleaner is unavailable "David & Jane" shall inform the Client of any change prior to a Visit.
- 5.3 "David & Jane" shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best practice in the cleaning market.
- 5.4 "David & Jane" shall ensure that it complies with any and all relevant codes of practice.
- 5.5 All cleaning products and equipment shall be provided by the Client in accordance with sub-Clause 6.3.
- 5.6 Under no circumstances will the Cleaner move heavy furniture or other items in order to render the Services.
- 5.7 Unless specifically agreed at the time of the Order, the Cleaner shall not clean any items which appear to be antique or fragile or which, in the Cleaner's sole judgement, may be damaged as a result of cleaning.
- 5.8 If the Client requires kitchen cupboards, fridges or freezers to be cleaned internally it shall be the Client's responsibility to empty the same prior to the Visit on which they are to be cleaned.
- 5.9 "David & Jane" shall properly dispose of all waste that results from its rendering of the Services. This obligation shall be exclusive of any additional waste disposal which forms a part of the Services.
- 5.10 If cleaning work beyond the normal remit of the Services is required (to clean up a serious spillage, for example) "David & Jane" shall first obtain the Client's consent to perform such work and shall add the costs of such work to the invoice for the month in which the work takes place.

6. Client's Obligations

- 6.1 The Client shall ensure that the Cleaner can access the Property at the Agreed Times to render the Services.
- 6.2 The Client shall have the option of giving the Cleaner a set of keys to the Property or being present at the Agreed Times to give the Cleaner access. "David & Jane" warrants that all keys shall be kept safely and securely by Cleaners.
- 6.3 The Client shall provide all appropriate cleaning products and equipment and shall ensure that all equipment is in good and safe working order. "David &

Jane" shall not be responsible for the Cleaner's inability to render the Services effectively where this results from non-availability of cleaning products or equipment.

- 6.4 The Client shall ensure that the Cleaner has access to electrical outlets and a supply of hot and cold running water.
- 6.5 The Client must give "David & Jane" at least 72 hours notice if the Cleaner will not be required to provide the Services on a particular day or at a particular time. "David & Jane" will not invoice for cancelled Visits provided such notice is given. If less than 72 hours notice is given "David & Jane" shall invoice the Client at the normal rate.

7. **Cancellation of Contract During the Cooling Off Period**

- 7.1 The Client has a statutory right to a "cooling off" period. This period begins once the contract between "David & Jane" and the Client is formed and ends at the end of 14 calendar days after that date.
- 7.2 If the Client wishes to cancel the contract within the cooling off period the Client should inform "David & Jane" immediately by a clear statement (e.g. a letter sent by post, fax or email to the postal address, fax number or email address specified on the Quotation or otherwise notified to the Client). The Client may use the Model Cancellation Form, but it is not obligatory.
- 7.3 To meet the cancellation deadline, it is sufficient for the Client to send his or her communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 7.4 If the Client exercises the right to cancel he/she will receive a full refund of any amount paid to "David & Jane" in respect of the contract.
- 7.5 "David & Jane" will refund money using the same method used to make the payment, unless the Client has expressly agreed otherwise. In any case, the Client will not incur any fees as a result of the refund.
- 7.6 "David & Jane" will process the refund due to the Client as a result of a cancellation without undue delay and, in any case, within the period of 14 days after the day on which "David & Jane" is informed of the cancellation.
- 7.7 If the date agreed for the commencement of the Services falls within the cooling off period the Client must make an express request for provision of the Services to begin within the 14 calendar day cooling off period. By making such a request the Client acknowledges and agrees to the following:
 - 7.7.1 If the Services are fully performed within the 14 calendar day cooling off period, the Client will lose the right to cancel after the Services are complete.
 - 7.7.2 If the Client cancels the Services after provision has begun but before it is complete the Client will still be required to pay for the Services

supplied up until the point at which the Client informs "David & Jane" of his/her wish to cancel. The amount due shall be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services shall be refunded subject to deductions calculated in accordance with the foregoing. Refunds, where applicable, will be issued within 14 calendar days and in any event no later than 14 calendar days after the Client informs "David & Jane" of his/her wish to cancel.

7.8 Clause 8 applies to cancellation of the Services after the 14 calendar day cooling off period has elapsed.

8. Cancellation after the Cooling Off Period

8.1 The Client may cancel Services at any time after the Initial Period, subject to the provisions of clause 7 above, by giving at least 14 calendar days written notice to "David & Jane".

8.2 The notice to cancel shall take effect at the end of the Service Period within which it is served. The Client shall receive the final invoice for that Service Period on the normal date and the normal payment provisions set out in Clause 4 shall apply.

9. Liability

9.1 "David & Jane" total liability for any loss or damage caused as a result of its negligence or breach of these Terms and Conditions or the Agreement (or that of the Cleaner) shall be limited to £50.

9.2 "David & Jane" is not liable for any loss or damage suffered by the Client which results from the Client's failure to follow any instructions given by "David & Jane" or the Cleaner.

9.3 Nothing in these Terms and Conditions shall limit or exclude "David & Jane" liability for death or personal injury.

10. Data Protection

"David & Jane" will not share the Client's personal data with any third parties for any reason without the prior consent of the Client. Such data will only be collected, processed and held in accordance with "David & Jane" rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

11. Force Majeure

11.1 No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is

beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

- 11.2 In the event that a Party to the Agreement cannot perform their obligations thereunder as a result of force majeure for a continuous period of 6 calendar months, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services completed up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

12. Termination

- 12.1 "David & Jane" shall be entitled to terminate the Agreement in the event that:
- 12.1.1 The Client has failed to pay the Monthly Fee to "David & Jane" for a period exceeding 2 consecutive months and fails or refuses to do so following the expiry of a written notice from "David & Jane" requesting such payment within 14 calendar days; or
 - 12.1.2 The Client demands services which do not form part of the Services and which are not covered by these Terms and Conditions or the Agreement.
- 12.2 The Client shall be entitled to terminate this Agreement in the event that:
- 12.2.1 "David & Jane" fails on more than 2 consecutive occasions within a period of 2 consecutive months to render the Services to the Client in a timely manner and in accordance with these Terms and Conditions and the Agreement; or
 - 12.2.2 "David & Jane" provides inferior Services, damaging the Client's possessions or the Property and causing loss to the Client.
- 12.3 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- 12.3.1 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 14 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 12.3.2 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

- 12.3.3 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 12.3.4 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that "David & Jane" resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
 - 12.3.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 12.3.6 that other Party ceases, or threatens to cease, to carry on business; or
 - 12.3.7 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 12, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 12.4 For the purposes of sub-Clause 12.3.1, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
 - 12.5 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

13. **Effects of Termination**

Upon the termination of the Agreement for any reason:

- 13.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 13.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 13.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which exist at or before the date of termination; and
- 13.4 subject as provided in this Clause 13 and except in respect of any accrued rights neither Party shall be under any further obligation to the other.

14. **No Waiver**

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

15. **Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

16. **Costs**

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

17. **Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

18. **Assignment and Sub-Contracting**

18.1 Subject to sub-Clause 18.2 The Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

18.2 "David & Jane" shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of "David & Jane".

19. **Time**

19.1 The Parties agree that the times and dates referred to in the Agreement are for guidance only and are not of the essence of the Agreement and may be varied by mutual agreement between the Parties.

20. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

21. Third Party Rights

No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

22. Notices

22.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

22.2 Notices shall be deemed to have been duly given:

22.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

22.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

22.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

22.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

23. Entire Agreement

23.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

23.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

24. Counterparts

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

25. Severance

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

26. Dispute Resolution

- 26.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 26.2 If negotiations under sub-Clause 26.1 do not resolve the matter within 14 Business Days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.
- 26.3 If the ADR procedure under sub-Clause 26.2 does not resolve the matter within 6 calendar months of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
- 26.4 The seat of the arbitration under sub-Clause 26.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 26.5 Nothing in this Clause 26 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 26.6 The decision and outcome of the final method of dispute resolution under this Clause 26 shall be final and binding on both Parties.

27. Law and Jurisdiction

27.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

27.2 Subject to the provisions of Clause 26, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.