

## Terms and Conditions

1. **Acceptance of Terms and Conditions**

The Client shall be deemed to have accepted and agreed to these Terms and Conditions, which shall prevail over any other terms put forward by the Client, when any of the following events occurs:

  - 1.1. the Agency supplies a Cleaner to the Client; or
  - 1.2. a Cleaner begins a cleaning assignment for the Client.
2. **Definitions**

In these Terms and Conditions, the following words shall have the following meanings:

**'Agency'** means the introducing agent Dolly Char Limited of 25 Albert Street, Horncastle, Lincolnshire, LN9 6AJ;

**'Agreement'** means the agreement containing these Terms and Conditions;

**'Client'** means the person whose details appear on the first page of this Agreement.

**'Fee(s)'** means the fees detailed on the front page of this Agreement as being payable by the Client to the Agency resulting from the employment of a Cleaner;

**'Parties'** means the Agency and the Client, and 'Party' shall mean either one of them; and

**'Cleaner'** means a Cleaner from the list of cleaners held by the Agency;
3. **The Agency's Obligations**
  - 3.1. The Agency shall use reasonable endeavours to provide a Cleaner for the hours of work detailed on the first page of this Agreement to the Client in consideration for the Client paying the Fees to the Agency and subject to these Terms and Conditions. The hours of work to be provided by the Cleaner may be varied, subject to a pro rata adjustment in the Fees, by agreement between the Cleaner and the Client.
4. **Fees and payment**
  - 4.1. The Client must sign and deliver to the Agency a standing order mandate addressed to the Client's bankers authorising payment of the Fees either quarterly or monthly in advance, as agreed between the Parties.
  - 4.2. In the event that the Client's standing order mandate is cancelled before all Fees due to the Agency under this Agreement have been paid in full, any outstanding Fees will be increased by 20% to cover administration and other charges incurred by the Agency in relation to the delivery of invoices and collection of Fees. The Parties agree that this is a genuine pre-estimate of the likely costs incurred by the Agency in the event of the cancellation of a standing order.
  - 4.3. Payment of the Fees to the Agency shall continue until the Agreement is terminated in accordance with clause 8 of these Terms and Conditions.
  - 4.4. In the event that the Client agrees with the Cleaner to vary the hours for which the Cleaner provides cleaning services then the Client shall notify the Agency as soon as reasonably possible and make appropriate changes to the standing order.
  - 4.5. If the Client fails to notify the Agency of any increase in the hours of cleaning services to be provided by the Cleaner then the Agency reserves the right to claim the relevant additional fees, plus interest in accordance with clause 4.6.1 for the period during which the Fees have remained unpaid.
  - 4.6. If the Client does not make a payment by the date due, then the Agency shall be entitled to:
    - 4.6.1. to charge interest on the outstanding amount at the rate of 4% per year above the bank lending rate of the National Westminster Bank Plc, accruing daily; and
    - 4.6.2. terminate this Agreement upon immediate written notice and withdraw the services of the Cleaner.
5. **Client's Obligations and Acknowledgments**
  - 5.1. The Cleaner has been introduced to the Client as a self-employed cleaner and the Client should retain the Cleaner under a direct contract for services between the Client and the Cleaner.
  - 5.2. The Client shall take all reasonable steps to ensure the working environment for the Cleaner is safe at all times.
  - 5.3. The Client shall immediately notify the Agency if the Cleaner fails to report for work or ceases to continue to work for the Client so that the Agency may take steps to introduce a suitable replacement Cleaner. Should the Client fail to advise the Agency of the circumstances specified above, the Agency shall have no obligation or liability to the Client for the failure of the Cleaner to report for work. The Agency does not warrant, represent or undertake to find a suitable replacement Cleaner.
  - 5.4. The decision as to whether to refund any Fees in the event that the Client has failed to notify the Agency of the Cleaner failing to report for work or carry out their duties will be at the absolute sole discretion of the Agency.
6. **Insurance**
  - 6.1. The Agency shall ensure that for each Cleaner introduced by the Agency to the Client will be insured under a public liability policy of insurance to a minimum sum of £1 million.
  - 6.2. The Client shall ensure that the Client has in place a normal and adequate policy of general household insurance and shall produce such policy of insurance to the Agency upon request. The Agency shall not be liable to the Client for any costs, damages or liability which would normally be covered by a policy of household insurance.
  - 6.3. The Agency accepts no liability and will accept no claims for damage caused by bleach.
  - 6.4. The insurance cover provided in clause 6.1 is subject to an excess of £100 and the Agency and its insurers shall not be liable for the first £100 of any claim made under that policy which shall be payable by the Client.
  - 6.5. The Client shall not be covered by the Agency's policy of insurance for public liability in circumstances where the Cleaner has not been introduced to the Client by the Agency; or where the terms of this Agreement have been breached by the Client.
7. **Liability**
  - 7.1. Except in the case of death or personal injury caused by the Agent's negligence, the Agency shall not be liable for any loss or damage either in excess of the limit of its public liability insurance cover as detailed in clause 6.1 or outside the scope of that policy; any losses resulting from the failure of a Cleaner to comply with his obligations under his contract of employment or services with the Client; any loss or damage resulting from the failure of the Cleaner to return any keys; or theft by the Cleaner.
  - 7.2. Neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
  - 7.3. The Client shall indemnify and hold harmless the Agency from and against all loss, damages, costs or expenses of any nature whatsoever incurred by the Agency, its employees and any third parties by reason of or arising out of any loss, injury, expense or delay suffered or incurred by a Cleaner, however caused; and/or any loss, injury or delay suffered or incurred by the Agency as a result of any act or omission of the Client that arises directly or indirectly out of or is in any way connected with the performance of the Cleaner's cleaning duties, or any information supplied by the Client to the Agency or the Client's breach of these Terms and Conditions.
  - 7.4. Nothing in this Agreement shall affect any statutory rights the Client may have as a consumer.
8. **Termination**
  - 8.1. Either party may terminate the Agreement by giving one month's notice in writing to the other party.
  - 8.2. The Client agrees and undertakes not to engage any Cleaner introduced by the Agency to the Client for a period of 12 months following the date of termination of this Agreement.
  - 8.3. In the event that the Client should cancel this Agreement prior to the commencement of cleaning services by the Cleaner, the Agency may, at its absolute discretion, make a claim for any administration or other costs incurred.
  - 8.4. The Client is responsible for cancelling the standing order mandate upon termination of this Agreement. Any payments received by the Agency after termination of this Agreement shall be returned to the Client with a deduction of £20 to account for the Agency's administration costs.
  - 8.5. In the event that the Client employs a Cleaner which has been introduced to the Client by the Agency at any time during the 12 months following termination of this Agreement the Client shall pay to the Agency a one off payment equivalent to 12 months Fees based upon the number of hours of cleaning services required as specified on the first page of this Agreement.
9. **Cooling Off**

The Parties hereto agree that the Client shall be entitled to cancel this Agreement without any cost or penalty, save as specified in clause 8.3 and clause 8.5 hereof at any time up to and including 48 hours prior to the Cleaner commencing cleaning services under this Agreement for the first time. Cancellation of the Agreement under this clause 9 shall be in writing and delivered by either special delivery or recorded delivery.
10. **General**
  - 10.1. **Force majeure**

Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.
  - 10.2. **Amendments**

The Agency reserves the right to amend these Terms and Conditions from time to time and shall notify the Client of any such changes in writing upon not less than 30 days notice.
  - 10.3. **Assignment**

Subject to the following sentence, neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party. A Party may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.
  - 10.4. **Entire agreement**

This Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.
  - 10.5. **Waiver**

No failure or delay by the Agency in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
  - 10.6. **Agency, partnership etc**

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
  - 10.7. **Severance**

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity of enforcement of this Agreement.
  - 10.8. **Announcements**

No Party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior to such public announcement or disclosure it furnishes all the Parties with a copy of such announcement or information and obtains the approval of such persons to its terms. However, no Party shall be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.
  - 10.9. **Interpretation**

In this Agreement unless the context otherwise requires:

    - 10.9.1. words importing any gender include every gender;
    - 10.9.2. words importing the singular number include the plural number and vice versa;
    - 10.9.3. words importing persons include firms, companies and corporations and vice versa;
    - 10.9.4. references to numbered clauses are references to the relevant clause in this Agreement;
    - 10.9.5. any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
    - 10.9.6. the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation;
    - 10.9.7. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
    - 10.9.8. where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.
  - 10.10. **Notices**

Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail to the address of the relevant Party set out on the first page of this Agreement.
  - 10.11. **Law and jurisdiction**

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.
  - 10.12. **Third parties**

For the purposes of the Contracts (Rights of Third Parties) Act, this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.