

## Terms of Business Trading Agreement (BTA) between 'Customer' and MAID2CLEAN



All business transactions between M2C and the Customer shall be governed by our billing documentation and this BTA

### **A Miscellaneous**

i. This page alongside our billing letter forms and constitutes the whole Trading Agreement between the Customer and M2C and cannot be amended unless agreed in writing by M2C and the Customer. If a court finds any clause unenforceable then the remainder of the BTA shall remain workable and intact.

ii. If within 3 years M2C have not pursued any terms or benefits express or implied by the BTA then this does not mean that M2C will refrain from claiming at any time in the future.

The whole BTA shall be interpreted in accordance with the law of England and any disputes shall be resolved by the English Courts.

### **B Service & Remittance**

i. Payment by the Customer of the monthly or quarterly retainer detailed in section Bii of the BTA will allow the Customer of M2C relevant access to M2C's database of (vetted for introduction) Cleaners. If M2C considers it necessary to make variations in the service supply, M2C reserves the right to make these variations as it sees fit. All Cleaners available for introduction shall be vetted using all reasonable endeavours to an extent that M2C considers fit in its sole discretion.

ii. Payment to M2C shall be in the form of a signed standing order mandate in advance as indicated in the billing letter or by cheque at the one off blitz rate of £30/clean in all other instances. If the BTA is terminated lawfully in accordance with Clause G, payment to M2C shall cease.

iii. Irrespective of whether a Customer is using a Cleaner introduced by M2C, such payments will continue until the agreement is terminated lawfully in accordance with Clause G. Responsibility for payment to the Cleaner is solely that of the Customer.

iv. A Customer will pay the sum of £7.50 to the Cleaner if the Customer with less than 12 hours notice cancels a cleaning appointment.

v. M2C will not refund any advance payment upon notice of BTA termination by the Customer. No refunds will be given during notice period. A service credit can be provided for agency fees paid in advance. If a Customer declines the service no refunds will be made.

vi. If for any reason the Customer continues to pay M2C following termination, M2C reserves the right to charge a reasonable administration fee for each overpayment.

vii. M2C reserves the right to claim interest at market rates for overdue fees.

### **C Insurance Cover**

All introduced Cleaners of M2C who are employed by a Customer will be covered primarily by the Customer's own insurance policies and as a contingency only, within the M2C Public Liability policy which has a limit of £1 million of public liability including damage or loss to the Customer on the express condition that loss and/or damage is caused by negligence of a Cleaner that was introduced by M2C.

The policy covers damage or loss provided that the damage or loss is greater than £100 and the policy does not cover possession or property theft. M2C cannot accept liability for the first £100 of any claim, which shall be for the Customer's account. The policy covers damage that the Cleaner may cause when carrying out his or her duties & is subject to other terms which are available upon request. Cleaner injury is not covered. Bleach is a banned substance & spills are not covered.

i. M2C accepts no liability for insurance unless the fee has been paid to M2C in advance. If the Customer has alternative insurance this may invalidate the M2C contingency insurance to the extent that all damage & loss may only be recoverable from the Customer's insurers.

### **D Liability Exclusion**

i. To the extent that such exclusions are allowed at law and excepting claims for bodily injury or death due to negligence on the part of M2C, their employees or an introduced Cleaner, M2C does not accept any responsibility for any type of damage or loss to the Customer or goods or premises that the Customer owns even if the BTA is broken by a M2C employee, (or introduced Cleaner) is in delict or tort or in breach of express or implied terms which includes omission of duty by M2C or it's introduced Cleaners.

ii. Taking into consideration all the possible events raised above, M2C accept no liability for any losses, which follow directly or otherwise from such circumstances.

iii. M2C does not accept liability for losses incurred by the Customer due to any failure of a M2C introduced Cleaner to comply with her/his legal requirement(s) in terms of liability whether or not M2C introduced the Cleaner.

iv. M2C accepts no liability for any failure of service in any way relating to this BTA including 'acts of god'.

v. Any service guarantees express or implied are excluded to the extent allowed by law. To the same extent M2C do not guarantee service type or quality in any instance.

vi. M2C will not be held liable to carry out unfinished tasks, nor will it incur liability for not carrying out terms of this BTA if the Customer is in breach of any obligation to M2C. The Customer must give reasonable time to allow M2C to put right any breach. M2C shall have the right to terminate the agreement if unable to put right the breach. In such an instance, M2C shall have the same action or redress against the Customer as if it were the Customer that was in breach enabling M2C to terminate the agreement.

vii. The ownership and responsibility for the return of Customer keys remains between the Customer and the Cleaner. M2C cannot accept any responsibility for losses that arise out such instances.

### **E M2C Shall:**

i. Use reasonable endeavours to retrieve one or more vetted Cleaners available for introduction from it's database and submit them to the Customer once the Customer has returned the mandate (or cheque in a

one off blitz instance) enabling the Customer using the weekly service to interview and decide whether to employ an introduced Cleaner by directly contracting with the Cleaner to supply domestic services such as ironing and cleaning.

ii. Use reasonable endeavour; provide a prompt reply service to issues or questions raised by the Customer when required.

iii. Comply within the terms of the law at all times.

### **F The Customer Shall:**

i. Notify M2C of any amendments to the times or daily schedules that the introduced Cleaner attends.

ii. Employ & record payments (on the sheet provided) to the Cleaner introduced & vetted by M2C.

iii. Take ownership of the arrangement of work direction, periods & tasks, providing clear work requests and ensuring accurate monies are given to the introduced Cleaner on the day of work or otherwise arranged with the Cleaner.

iv. Provide one full day's period of notice to the introduced Cleaner and M2C of any amendments to existing work arrangements, including that of requesting a replacement introduced Cleaner.

v. Contact M2C directly if a temporary Cleaner is required due to the regular Cleaner's illness or holiday as replacements are not automatically supplied, as not all Customers require them (due to key handling etc).

vi. Inform M2C regarding the intention to employ a M2C introduced Cleaner or dismiss a Cleaner introduced by M2C.

vii. Accept a Cleaner on a 'non-preferred day' if a cleaner is being sought by M2C or on holiday or during Cleaner sickness periods.

viii. Bear the cost of recovery of agency fees in the event of non payment.

ix. Ensure the provision of **unambiguous domestic work requests.**

### **G. Agreement Termination**

i. The Customer can terminate the BTA with M2C only by giving 2 months written notice to M2C and the Cleaner.

ii. M2C can terminate the BTA with the Customer only by writing to the Customer with 2 month's notice.

iii. The Customer agrees not to recommend any M2C introduced Cleaner to any one else unless the M2C service is used. For a period of 18 months following termination, the Customer agrees not to employ any current or past Cleaner introduced by M2C.