

Maid2Clean Easi Terms & Conditions:

A. Miscellaneous

i. This page forms and constitutes the whole Trading Arrangement between the customer and M2C and cannot be amended unless agreed in writing by M2C and the customer. If during legal proceedings a court finds any clause unenforceable then the remainder of this Trading Arrangement shall remain workable and intact.

ii. If a decision is taken within a time frame of 3 years by M2C not to pursue any terms or benefits implied on this page then this does not constitute that M2C will refrain from claiming at any time in the future.

The whole Trading Arrangement shall be interpreted in agreement and correspondence with the law of England and any disputes shall be resolved by the distribution of justice by an English hall of justice.

B. Service & Remittance

i. Payment by the Customer of the quarterly retainer detailed in section 1 of this Business Trading Arrangement (BTA) will allow Customers of M2C relevant access to M2C's database of (vetted for introduction) workers. 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 workers available for introduction shall be vetted to an extent that M2C considers fit.

ii. Payment to M2C shall be in the form of a signed standing order mandate as per the Agreement Form, signed by the Customer, and paid in advance or by cheque in advance in the instance of a one off 'blitz' type job. If the BTA is ceased, payment to M2C shall cease.

iii. Irrespective of whether a Customer is using a worker introduced by M2C, such payments will continue until the agreement is terminated. M2C will not refund any advance payment upon notice of BTA cessation by the Customer. Responsibility for payment to the worker is borne solely by the Customer at a minimum rate (or higher) determined or notified by M2C.

iv. Customers will pay the sum of £5 to the worker if the Customer with less than 12 hours notice cancels a cleaning appointment. No refunds (only service credit) can be provided for agency fees paid in advance.

C. Insurance Cover

All introduced workers of M2C who are employed by a paying Customer are covered primarily with their own home insurance policies and as 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 worker that was introduced by M2C.

i. 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 and M2C cannot accept liability for the first £100 of any claim, which shall be for the customers account. Bleach is a banned substance and spills are not covered by our insurance policy. The insurance policy is subject to other terms which are available from our broker direct on 01892 654653.

ii. M2C accepts no liability for insurance unless the fee has been paid to M2C (in advance) as per and part of this Trading Arrangement. If the Customer has alternative insurance this will invalidate the M2C contingency insurance to the extent that all damage & loss may only 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 tort or on breach of explicit or expressed indirect terms which includes omission of duty by M2C or it's introduced workers.

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

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

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

v. Any service guarantees express or implied are not applicable to the limits allowed by law. To the same extent M2C cannot 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 redress against the Customer as if it were the Customer that was in breach enabling M2C to annul the agreement.

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

E. M2C Shall:

Use reasonable endeavours to retrieve one or more vetted workers available for introduction from its database and submit by them to the Customer once the Customer has returned the mandate (or cheque in a one off blitz instance) enabling regular Customers to interview and decide whether to employ an introduced worker by directly contracting with the worker to supply domestic services such as ironing and cleaning. Utilise reasonable endeavour; provide a prompt reply service to issues or questions raised by the Customer when required.

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 worker attends.
- ii. Employ & record payments (on the sheet provided) to the worker 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 worker on the day of work or otherwise arranged with the worker.
- iv. Provide one full day's period of notice to the introduced worker and M2C of any amendments to existing work arrangements, including that of requesting a replacement introduced worker and will be flexible regarding the day the replacement worker is used. If a temporary cleaner is required due to the regular worker's illness or holiday please contact M2C direct. Temporary replacements are not automatically supplied, as not all clients require them (key handling etc).
- v. Ensure the provision of suitable materials and equipment to enable the introduced worker to do a good job in an appropriate and safe manner.
- vi. Inform M2C regarding the intention to employ a M2C introduced worker or dismiss a worker introduced by M2C.
- vii. Accept a worker on a 'non-preferred day' if permanent worker is being sought by agency or on holiday or during worker sickness periods.
- vii. Ensure the provision of unambiguous domestic work requests.
- viii. Take responsibility for making any appropriate PAYE deductions from the remunerations paid to the introduced worker (using our Tax Bureau if required).

NOTE: Householders employing Cleaners in private dwellings are deemed to be the employer for tax & NI purposes. There is however no NI liability for Cleaners in private dwellings nor is there NI or PAYE liability if a Cleaner's weekly combined earnings are less than £91.25 (excluding benefits).

G. Agreement Cessation

- i. The Customer can cease this BTA with M2C only by providing one months written notice to M2C and the Cleaner.
- ii. M2C can cease the BTA with the Customer only by writing to the Customer with 4wks notice. No refunds given during notice period.
- iii. The Customer agrees not to recommend any M2C introduced worker to any one else unless the referral routes via the M2C service. For a period of 18 months following termination, the Customer agrees not to employ any current or past worker brought about by M2C.