

## **Terms of Business Trading Agreement (BTA) between 'Customer' and MAID2CLEAN (M2C)**

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

Issued Date: 07/12/2020

### **A. Miscellaneous**

i. This BTA alongside our billing letter forms and constitutes the whole 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. The whole BTA shall be interpreted in accordance with the law of the country the service is provided in and any disputes shall be resolved by the courts of that country.

### **B. Service & Remittance**

i. The services to be provided by M2C under this BTA shall commence on the day of the first clean unless the customer exercises his right to cancellation as described in section G, and shall comprise of access to M2C's database of (vetted for introduction) cleaners and the services set out at section E. 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. The amounts payable by the Customer to M2C and directly to the Cleaner shall be set out in the billing letter amount payable by the Customer to M2C shall be set out in the billing letter which shall specify any additional charges and one-off payments as well as amounts payable by the Customer directly to the cleaner.

iii. Payment to M2C shall be made by way of a monthly advance payment (standing order or Direct Debit) or, in all other instances, by cheque, card or bank transfer at a rate of £40/cleaner visit or the current blitz rate/cleaner visit.

iv. Responsibility for all payments to the cleaner shall at all times remain with the Customer. All payments to the cleaner shall be made in cash on the day when services are performed by the cleaner or as otherwise agreed with the cleaner.

v. Irrespective of whether or not a Customer is using a cleaner introduced by M2C, all payments to M2C, other than one-off payments, will continue until the agreement is terminated lawfully in accordance with section G.

vi. If the BTA is terminated lawfully in accordance with section G, all payments to M2C shall cease.

vii. M2C will not refund any advance payment upon receipt of termination notice from 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.

viii. 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.

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

x. Where the Customer cancels an appointment with less than 12 hours' notice, the Customer shall pay to the cleaner a late cancellation charge of £7.50.

### **C. Insurance Cover**

i. All M2C cleaners whose services are used by the Customer will be covered primarily by the Customer's own insurance policies and as a contingency, covered by M2C's 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 such loss and/or damage is caused by negligence of the cleaner which was introduced by M2C.

ii. The policy covers damage or loss on an indemnity basis provided that the damage or loss in each event is greater than £100 and the policy does not cover possession or property theft. M2C cannot accept liability for the first £100 of each

item in 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. Bleach is a banned substance & spills are not covered.

iii. M2C accepts no liability for insurance unless the fee has been paid to M2C in advance.

### **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 any introduced cleaner, M2C does not accept any responsibility for any type of damage or loss to the Customer or the Customer's goods or premises even if the terms of the BTA are breached by a M2C employee, (or the introduced cleaner) whether wilfully or negligently, in contract or in delict, in breach of express or implied terms which includes omission of duty by M2C or its introduced cleaners.

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

iii. 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.

iv. 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. Advertise for cleaners.
- ii. Interview cleaners in their own home.
- iii. Reference and ID check cleaners.
- iv. Check that the cleaner is eligible to work legally in the UK.
- v. Provide the most suitable cleaner to the Customer.
- vi. When requested, arrange for a replacement cleaner if the usual cleaner is on holiday, poorly or if the Customer is unhappy with the cleaner.
- vii. Use reasonable endeavour to provide a prompt reply service to issues or questions raised by the Customer when required.
- viii. Comply within the terms of the law at all times.
- ix. Provide insurance cover as detailed elsewhere.

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

- i. Notify M2C of any amendments to the times or daily schedules that the introduced cleaner attends.
- ii. Take ownership of the arrangement of work direction, periods & tasks, providing clear work requests.
- iii. 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.
- iv. 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).
- v. Inform M2C regarding the intention to employ a M2C introduced cleaner or dismiss a cleaner introduced by M2C.

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

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

viii. Ensure the provision of unambiguous domestic work requests.

### **G. Agreement Termination**

i. The Customer has the right to cancel the BTA within an initial "cooling off" period of 14 calendar days from date of requesting the service. Notice should be provided in writing by post or email to the address on the letterhead. If this right to cancel is exercised, the Customer shall not be liable for any sums to M2C unless the Customer specifically asked for the service to begin before the end of the cooling off period.

After expiry of the cooling off period the Customer can cancel the BTA by giving the lesser of 2 months prior notice or notice in accordance with the billing letter.

ii. M2C can terminate the BTA with the Customer at any time by writing to the Customer giving the lesser of 2 months prior notice or notice in accordance with the billing letter.

iii. The Customer agrees not to recommend any M2C introduced cleaner to anyone else unless the M2C service is used.

iv. For a period of 18 months following termination, the Customer agrees not to use or employ any current or past cleaner introduced by M2C. Should the client be in breach of this termination clause M2C shall be entitled to charge the agency fee from the commencement of any unpaid period during the 18 month period.

### **H. Data Protection**

Maid2Clean will process your personal information as set out in the M2C Privacy Notice which can be found at <https://www.maid2clean.co.uk/privacy-notice.pdf>

**It is important that you read and understand the above terms. If there is any term that you do not understand or do not wish to agree to, please discuss it with us before commencing the service.**