

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

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. 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.

iii. 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. 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(i)(a), 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. Total 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 or quarterly standing order or direct debit payable in advance or, in all other instances, by cheque or card at the current one off blitz rate.

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 only, 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 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. 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. If the Customer has alternative insurance this may invalidate M2C's contingency insurance to the extent that all damage & loss may only be recoverable from the Customer's own 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 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 tort, in breach of express or implied terms which includes omission of duty by M2C or its introduced cleaners.

ii. Taking into consideration all the possible events raised above, M2C accepts 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 an 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 does 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. 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.

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 can cancel the BTA:

(a) At any point within 14 calendar days from the date of this BTA without giving any reason by written notice to M2C indicating the wish to cancel. The cancellation notice under this clause does not need to be in any specific form and can be given by email or post to the address on the letterhead. To meet the cancellation deadline it is sufficient for the notice to be sent prior to the expiry of the cancellation period. If the right to cancel is exercised by the Customer pursuant to this section G(i)(a) the Customer shall not be liable to pay any sums to M2C unless the Customer has specifically requested for the services to begin before the end of the cancellation period. In this case the Customer shall be responsible for payment in full of those services which have been provided.

(b) After the expiry of the cancellation period set out at section G(i)(a) above by giving not less than 1 months' prior written notice to M2C and the cleaner.

ii. M2C can terminate the BTA with the Customer at any time by writing to the Customer with 1 months' notice.

iii. The Customer agrees not to recommend any M2C introduced cleaner to anyone 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.

iv. The customer shall address any complaints in writing to the e-mail address on the M2C letterhead.

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.