

TERMS & CONDITIONS

My Treasure (Cleaners)

Clients Terms & Conditions

Effective Date: 3rd Jan 2015

Introduction

- (i) This Website is owned and operated by My Treasure. We are registered in the UK (technically "England & Wales") under company number 0000000. Our registered office is at 67 Lancaster Road, Chafford Hundred, Essex RM16 6EA. Our other contact details are specified on our Website.
- (ii) Please read these terms and conditions carefully. They cancel and replace any previous versions. By registering on or using our Website (as defined below) you agree to be bound by these terms and conditions. Please print or save these terms for future use as we will not keep a file copy specifically for the transaction with you and we cannot guarantee that they will remain accessible on our Website in future.
- (iii) Where you communicate on behalf of a company/organisation, you promise that you have authority to act on behalf of that entity.

EMPTY PROPERTY CLEANING

1. Definitions

1.1. In these Terms of Business the following definitions apply:

"The Company", "Us", "We" – means

My Treasure

67 Lancaster Road

Chafford Hundred

Essex

"Service Provider", "Cleaning Specialist" – means the person/cleaner providing cleaning services on behalf of the Company.

"Client" – means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the cleaning service is provided by the Company.

"Client's Address" – means the address where the Client has requested the cleaning service to be provided.

"Services", "Empty Property Cleaning", "Move In/Out Cleaning" – means the cleaning services carried out or to be carried out on behalf of the Company.

"Cleaning Visit" – means the visit to the Client's address by the Service Provider in order to carry out the Service.

"Booking" – means a booking which you make on our website or over the phone

1.2. Unless the context requires otherwise, reference to the singular include the plural and reference to the masculine include the feminine and vice versa.

1.3. The Headings contained in these Terms are for convenience only and don't affect their interpretations.

2. Contract

2.1 These Terms and Conditions represent a contract between My Treasure and the Client

2.2 Both parties will ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and codes of conduct.

2.3 The Client agrees that any use of the Company's service, including placing an order for services by telephone, email, website forms will constitute the Client's acceptance of these Terms and Conditions.

2.4 Unless otherwise agreed in writing by the owner of the Company, these Terms and Conditions will prevail over any other terms of business or purchase conditions put forward by the Client.

2.5 No variation or alteration of these Terms and Conditions will be valid unless approved in writing by the owner of the Company.

3. Quotations

3.1. Empty Property Cleaning is charged per job the current condition, number of rooms, bathrooms, WCs, shower rooms and en-suites. Please note that we don't charge per hour per Service Provider and the number of Cleaning Specialists attending your property may vary. The number of Service Providers in a team cannot affect the initially quoted price.

3.2 The quoted price doesn't include extras like: carpet and upholstery steam cleaning, washing up dishes, dusting books, cleaning walls/ceilings, cleaning balconies/terraces, cleaning patios/gardens/. Those extra services are priced separately.

3.3. The Company uses national average room sizes when calculating quotations over the phone, the degree of variation is based on physical assessment of the property.

3.4. All quotations are given by the Company following a request by the Client and will remain open to acceptance for a period of 30 days from their date.

3.5. The Company reserves the right to amend the initial quotation, should the Client's original requirements change.

3.6. Differences in excess of 10% will be discussed with the Client prior to the start of the work.

4. Equipment

4.1. The Company will provide all cleaning materials necessary to carry out the service. The Company also can provide all cleaning equipment for an additional charge of 20% of the cleaning service bill.

4.2. The Client has to provide running water, electricity and sufficient light at the premises where the service takes place.

5. Payment

5.1 The Client must make payment either by bank transfer or standing order at least 24hrs before the appointment.

5.2 Although greatly appreciated and a powerful way to say 'Thank You', the Client understands that tipping is not required.

5.3 The Company reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 10% per annum above the Bank of England base rate from the due date until the date of actual payment under the Late Payments Act.

5.4 The Company reserves the right to cancel any contract and back charge additional for past services to reflect the balance of the standard rate(s) if any misleading or false information was used to obtain discounted services.

5.6. Any bank charges incurred due to a Client's cheque being returned unpaid will be passed to the Client at a flat rate of £25.00 per cheque.

5.7 Where such alternative arrangements have been made the Client has to make payment within 14 days of the invoice date.

5.8 The rates of payment by the Company will be as agreed between the Company and the Client. The Client will make no reductions or retentions from the sum due under any invoice.

6. Cancellation

6.1. The Client can cancel the scheduled services by giving no less than 24 hours prior notice in writing.

6.2. There is a cancellation fee of 30% of the cleaning service total for cancelling or rescheduling a cleaning service with less than 24 hours.

6.3. The Client must pay the full price of the booked service if:

6.3.1 Our Service Provider arrive at the Client's address and are unable to gain access to the Client's property, through no fault of the Company. If keys are provided they must open all locks without any special efforts or skills;

6.3.2 The Client cancels the booked service with less than 24 hours prior notice.

6.4. If the Client needs to change a cleaning day or time the Company will do its best to accommodate him. Any changes to booked cleaning service are subject to a 24 hours prior notice and availability.

7. Refunds

7.1. No refund claims will be entertained once the cleaning services have been provided.

7.2. Refund will be issued only if:

7.2.1 The Client has cancelled a cleaning service within the allowed time (24 hours) prior to the start of the cleaning service;

7.2.2 A Service Provider has not been able to carry out the cleaning due to reasons beyond the Client's responsibility.

8. Complaints

8.1. All cleaning services will be deemed to have been provided to the Client's satisfaction unless written notice is received by the Company with details of the complaint within 24 hours of the work being done. All complaints must be provided in writing by email to complaints@mytreasurecleaners.com no later than 24 hours after the completion of the cleaning service. The Company will fully investigate any complaint and attempt to resolve it to the satisfaction of the Client, or alternatively to a reasonable standard.

8.2. The Client agrees to allow the Company back to re-clean any missed areas before making any attempts to clean those areas himself or arranging a third party to carry out cleaning services with regards to the above. Failure to do so will void our Company Guarantee and we will consider the matter fully settled.

9. Claims

9.1. The Client agrees that due to the nature of the service the Company guarantees only to correct any problems reported within 24 hours of the completion of the cleaning services. Failure to do so will entitle the Client to nothing.

9.2. The Company may require entry to the property of the claim to correct the problem.

9.3. The Client agrees to inspect the work immediately after its done and to draw the Service Provider's attention to any outstanding cleaning issues while the Service Provider is still on site. The Cleaning Specialist will carry out any such additional work to the Client's complete satisfaction.

9.4. If the Client or any third party instructed by the Client is not present at the time of completion of the cleaning services then no claims regarding any cleaning issues can be made.

9.5. If the Client instructs a third party to inspect the result from the cleaning services then the Company must be notified before completion of the services.

9.6. In case of a third party inspecting or refusing to inspect the result from the cleaning service then the Company cannot be held responsible for rectifying any outstanding cleaning issues not mentioned by the third party.

9.7. Any refund or adjustment must be requested to the Company directly and subject to approval by the Company.

9.8. The Client waives his right to stop payment on his cheque or cash unless the Company fails to make good on the guarantee shown in part 13.

9.9. While the Service Providers make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed. For this specific reason, the Company requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or not cleaned by the Cleaning Specialists.

9.10. In case of damage, the Service Providers are required on the Company's agreements with them to supply us with an indemnity insurance policy before we take them on; and this covers unexpected damage and unforeseen accident that may happen in the course of carrying out the cleaning service.

9.11. The Company/Service Provider will not be responsible for damage due to faulty and/or improper installation of any items. All surfaces (i.e. marble, granite, etc.) are assumed sealed and ready to clean without causing harm.

9.12. No claims will be entertained if the Client has an outstanding balance aged more than 14 days.

10. Liability

10.1. The Company will not be liable under any circumstances for any loss, expenses, damages, delays, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with:

10.1.1 Its failure to provide its services as a result of factors that are beyond its control. Factors beyond its control include acts of floods, severe weather condition, and inability to gain access to premises, lack of appropriate resources, such as water, electricity, and lighting;

10.1.2 Late arrival of Service Provider at the service address. The Company endeavours to be right on time on any visit but sometimes due to transport related and other problems which are beyond the Company's control, the Service Provider may arrive with a delay or the cleaning visit may be re-scheduled.

10.1.3 An existing damage to Client's property in the form of old stains/burns/spillages etc. which can't be cleaned/removed completely by the Cleaning Specialist using the industry standard cleaning methods;

10.1.4 Non satisfactory result from the cleaning services due to the Client or third party walking on wet floors or using appliances during or shortly after the cleaning process;

10.2. The Company will not be liable for any damages worth £40.00 or less.

10.3. The Company will not be liable for any odours arising during and/or after cleaning service when this is due to factors such as, lack of ventilation, and/or appropriate heating.

10.4. The Company will not be liable under any circumstances for any loss, expenses, damages, delays, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by

the Client if the Client has an outstanding balance aged 14 days or more from the date the payment was due.

11. Supplementary Terms

11.1. If the Client requests key collection, then we will make arrangements for this and the client will be equally charged for key pick-up or/and drop-off service, depending on the distance of the address.

11.2. If any estimates of how long it will take the Service Provider to do the job required are being provided that is only an estimate based on the average time it takes to clean a property of similar size to the Client's, it being difficult to estimate precisely how long such tasks may take and that a degree of flexibility may be required.

11.3. The quotation excludes the clearing of debris left by tradesman or building work unless otherwise stated.

11.4. Our Service Providers are happy to move furniture. Due to Health and Safety regulations one Service Provider will attempt to move only furniture that requires no more than one person.

11.5. The Company will arrange an immediate replacement should a Service Provider can't attend a scheduled visit, and will inform the Client prior to the visit.

11.6. All fragile and highly breakable items must be secured or removed.

11.7. The Client will ensure that all valuables are stored away when work is provided and that the property is supervised by the Client or his representative at all times during the course of the work. The Company will not be responsible for the Client's failure to comply with this obligation.

11.8. The provisions of this contract are not intended to confer any benefit upon Third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999, are hereby expressly excluded from this agreement.

11.9. The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The Company may add to or alter these Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts. Please refer to your copy of these Terms and Conditions.

12. Non-Payment

12.1 . The company will collect any outstanding monies owed to us.

12.2 . Overdue payments for more than 60 days will be subject to a 20% late payment fee.

12.3 . If, as a result, we have to use a debt collecting agency or county court to secure payment, you agree to pay any debt collecting agency fees, court fees, legal costs, or interest that will occur due to the result of non-payment of your outstanding bill.

13. No Private Engagement of Cleaners

13.1 The Customer acknowledges that THE COMPANY invests significant resources in recruiting, selecting, and training their Cleaners. Unless THE COMPANY gives prior written permission, the Customer must not, directly or indirectly, engage, employ or contract with any Cleaner to provide domestic services to the Customer or any associate of the customer for any period during which services are provided by THE COMPANY or for a period within 12 months after the conclusion of any Service.

13.2 The Customer acknowledges that THE COMPANY may suffer loss and damage, including, without limitation, consequential loss, as a result of a breach of this clause by the Customer.

13.3 The Customer acknowledges that they have to pay THE COMPANY the amount of £2,000 if employing the Cleaner directly or indirectly within 12 months after the conclusion of the Agreement. THE COMPANY keeps the right to start legal proceedings against the Customer.

13.4 By entering into a non-official/verbal or official agreement with THE COMPANY, you agree that after the termination of the cleaning service, you will not hire or use any domestic services provided by a present or past cleaner introduced to you by THE COMPANY. If you do wish to hire or use domestic services provided by such a cleaner, then you must be prepared to pay our referral fee.

12. Our Guarantee

14.1 The Company has built its business and reputation by providing its Clients with the best possible cleaning service available. Still, the Company realises, that because its Service Providers are human beings, they sometimes make mistakes. For this reason, the Company offers you a guarantee. If the Client is not satisfied with the Company's services for any reason, the Service Provider will come back to the Client's property and re-clean to his complete satisfaction.

14.2 Our guarantee is subject to a complaints notice no later than 24 hours after the cleaning service is done.

15. Referral Credit

15.1. Every Client of the Company will receive a one-time credit of £10.00 for referring our cleaning service to another Client. Credit will be issued after we receive cleared funds from the new Client.

16. Law

16.1 These Terms are governed by the laws of England and Wales, and are subject to the exclusive jurisdiction of the Courts of England, and Wales.