

# TERMS & CONDITIONS

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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.

## REGULAR RESIDENTIAL 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.

"Services", "Regular Residential 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 references to the masculine include the feminine and vice versa.

1.3. The Headings contained in these Terms are for convenience only and do not affect their interpretations.

## **2. Contract**

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

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

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

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

## **3. Cost**

3.1. Clients, who have (or have not) signed a service contract with the Company, are charged minimum £20 for a minimum of 2 rooms service per cleaning visit for a Regular Residential & Janitorial/Absentia Cleaning.

## **4. Equipment**

4.1. Cleaning materials and equipment (vacuum cleaner, mop, bucket etc.) must be provided by the Client. All equipment must be safe to operate, in full working condition and must not require any special skills to be used for the purpose of cleaning.

4.2. If the Client has equipment that is complicated to operate, the Client must provide clear and detailed instructions to the Service Provider.

4.3. If the Client doesn't have cleaning materials, and Client asks the Company/Service Provider to purchase the said items on their behalf, the Client understands that a 20% charge on the cost of service will apply and will be added to the cleaning service bill.

4.4. If the Client requires use of our equipment, a 20% charge on the cost of service will apply and will be added to the cleaning service bill.

4.5. A detailed list of cleaning guidelines is available on the website and covers the basic tasks to be carried out in each room category (kitchen, Diner, toilet, bathroom, lounge, Bedroom etc.). Client is advised to make a formal request if any task that is not covered in the basic guidelines is to be carried out. If that is not the case then the Service Provider will not be responsible for any supplement task that is not carried out.

## **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.

5.4. If the Company is forced to refer the Client's account for collection to a third party then extra fee may be added to the outstanding amount by the debt collecting company.

5.5. 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.

5.6. The Company reserves the right to cancel any contract and back charge additional for a past service to reflect the balance of the standard rate if any misleading or false information was used to obtain discounted service.

## **6. Refunds**

6.1. No refund claims will be entertained once the cleaning services have been carried out.

6.2. Refund will be issued only if the Client has cancelled a cleaning service within 24 hours prior to the start of the cleaning session and a payment has been already taken by the Company.

6.3. Refund will be issued in case if a Service Provider doesn't attend a cleaning service, payment for which has been already collected by the Company.

## **7. Cancellation**

7.1. The Client agrees to pay the full price of the cleaning service, if:

- a) The Client cancels or changes the time/date less than 24 hours prior to the scheduled appointment;
- b) The Client fails to provide access to the service premises thus preventing the Company to carry out the booked cleaning visit;
- c) There is a problem with the Client's keys and the Service Provider can't let themselves in. If keys are provided they must open all locks without any special skills.

7.2. If the Client needs to change a cleaning day or time the Company will do its best to accommodate such change; a minimum 24 hours' notice is required. Please note that the Company cannot guarantee that the same Service Provider/s will be available on the new day and at the time the Client requires. Any changes in the cleaning schedule are subject to availability.

7.3. The Company operates a Monday to Saturday service, Sundays and Bank Holidays will attract an extra 20% charge on the cleaning service bill. If the Client's cleaning service is scheduled for a Sunday or Bank Holiday and the supplement have not been charged to the cleaning service bill and paid, the Company reserves the right to cancel and not honour such booking.

## **8. Employment Referral Fee**

8.1. The Client is liable for an employment referral fee of £500.00 per person, should the client directly employ (either legally or on a cash basis) any Service Provider currently contracted to the Company. The Clients agrees to pay this fee whether he notifies the Company of his action or the Company discovers this employment independently at any time after it occurs. The Client further agrees to reimburse the Company for any and all collection or legal fees the Company incurs in collecting this fee. The Client is not exempted if the Service Provider is still within 3 months of written official termination of their contract with us and since they last provided any of our clients with their service.

## **9. Claims**

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

9.2. 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.

9.3. 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.

9.4. Key replacement fee is paid by the Service Provider only if keys are lost by the Service Provider. There is a £25 per location liability limit.

## **10. Complaints**

10.1. All complaints must be received in writing by email to [complaints@mytreasurecleaners.com](mailto:complaints@mytreasurecleaners.com).

10.2. If the Client is displeased with a currently occurring cleaning service, the Company asks that the Client notifies us of it as soon as possible if not immediately by calling 0330119596. Please don't wait until the service is ending.

## **11. Liability**

11.1. 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 a 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.

11.2. 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:

1. A cleaning service not complete due to the lack of suitable/enough cleaning materials, lack of electricity or hot water or equipment not in full working condition;
2. Third party entering or present at the Client's premises during the cleaning process;
3. An existing damage to Client's property in the form of old stains, burns etc. which cannot be cleaned/removed completely by the Service Provider using the Client's cleaning equipment and materials and in accordance with the industry standard cleaning methods as described in the Company's guidelines;
4. Any damages caused by faulty/not in full working condition equipment or materials supplied by the Client;
5. Any damages worth £50.00 or less.

11.3. 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 the Company providing services for the Client if the Client has an outstanding amount aged 14 days or more from the date the payment was due.

## **12. Supplementary Terms**

12.1. 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.

12.2. The Company, reserves the right to re-evaluate rates at any time should the Client's initial list of tasks changes.

12.3. The Company reserves the right to amend the initial quotation, should the Client's original requirements change. Differences in excess of 10% will be discussed with the Client prior to the start of the work.

12.4. If any estimates of how long it will take the cleaning services to complete the job are being provided, those are only estimates based on the average time it takes to clean a house/flat or an office of similar size to the Client's; it being difficult to calculate precisely how long such tasks may take and that a degree of flexibility may be required. Please note that deep/one-off cleaning may take longer to complete due to longer intervals between cleaning sessions, number and type of cleaning tasks required, when compared to the regular maintenance cleaning of the same property.

12.5. The Client understands that the price that has been quoted is not for a "package deal" and doesn't include anything apart from cleaning labour

12.6. The Company will arrange an immediate replacement should a Service Provider cannot attend a scheduled visit, and will inform the Client prior to the visit.

12.7. The Cleaning Specialists are not allowed to hand wash any items of clothing belonging to the Client. The Company advises that the Cleaning Specialist can only use a washing machine for such tasks.

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

12.9. The Service Providers are not allowed to use and work with bleach or bleach containing products. The Company advises the Client to avoid supplying such products to the Service Provider. The Company will not be liable under any circumstances for any damages to Client's property caused by bleach containing products.

12.10. 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.

### **13. Non-Payment**

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

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

13.3 . 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.

### **14. No Private Engagement of Cleaners**

14.1 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.

14.2 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.

14.3 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.

14.4 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.

### **13. Our Guarantee**

13.1 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 the Service Providers are human beings, and sometimes make mistakes. For this reason, the Company offers you a guarantee. If the Client is not satisfied with the cleaning standard of certain areas after the cleaning, the Service Provider will come back to the Client's property and re-clean those areas free of charge. Please note that the Client will have 24 hours guarantee for the service after the job is done.

### **14. Referral Credit**

14.1. Any Client of the Company will receive a one-time credit of £10.00 for referring another Client. Credit will be issued after new Client has been serviced at least 3 times.

### **15. Law**

15.1 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.