

AGENCY TERMS OF AGREEMENT (CLIENT)

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OVERLEAF.

This agreement only becomes binding on the Agency when it has been signed by a duly authorised signatory of the Agency.

**Cleaners in Cambridge
Suite 86
23 King Street
Cambridge
CB1 1AH
Telephone: 01223 398 995**

CLIENT TO COMPLETE

Contact Details

Name _____

Address _____

Postcode _____

Tel Home _____

Tel Her Office _____

Tel His Office _____

Tel Mobile _____

Alternative Contact(s) _____

AGENCY TO COMPLETE

Payment Details

Hours Per Week _____

Gross Hourly Rate £ _____

Hourly Rate to Cleaner £ _____

Payment per Quarter £ _____

Bank Account / Agency _____

Appointment'er Initials _____

Date of Appointment _____

Bill From Date _____

MAC Numbers _____

Starter Product Kit _____

How did you hear about the agency?

Special Information to be incorporated into the Agreement

Nearest Public Transport (Tube & Line, Train, Bus No's etc)

Your Requirements

Preferred Days _____

Hours required per week _____

Number of visits per week _____

List your special requirements or any special information

Do you require ironing (Y/N) _____

Will you be giving out keys (Y/N)? _____

Type of premises (House, Flat)? _____

Number of pets (eg. 2 dogs)? _____

Signatures

I/We agree that this Agreement, subject to the terms and conditions overleaf, shall continue for a minimum period of one calendar quarter and continue indefinitely thereafter unless I/We cancel in writing by giving one months notice in accordance with the terms and conditions overleaf.

Signed By _____
(The Client)

Date _____

Signed By _____
(Authorised Signatory of the Agency)

Date _____

These terms of business of *Cleaners in Cambridge* ("we" or "the Agency") govern all transactions between the Agency and you, the Client ("you" or "the Client") in respect of the service supplied by the Agency to you as specified in this Agreement (the "Service"). We enter into this Agreement with you with the intention that all the terms of the Agreement between us are included in these Terms and Conditions ("TERMS") and in writing on the front of this Agreement to which these Terms and Conditions are attached/annexed. Please therefore include, in the space provided on the front of this Agreement, any other applicable terms or special requirements.

1. PROVISION OF THE SERVICE

- 1.1 In consideration of the remittance of the quarterly retainer by the Client in accordance with Clause 2 below the Agency will provide the Client with access to its database of approved domestic cleaners (each a "Cleaner").
- 1.2 The Agency reserves the right to make such variations in the supply of the Service as it considers necessary or desirable in the interest of improving the supply of the Service or which are otherwise reasonably necessary or desirable and to provide only such access to its database as it, in its absolute discretion, deems necessary.
- 1.3 Each Cleaner, details of whom are provided by the Agency to the Client, will have been vetted by the Agency to such extent as may be deemed necessary or desirable by the Agency. Details of the vetting procedure used in individual cases may, where applicable, be requested by the Client.
- 1.4 The Agency will allocate a Cleaner on and subject to these Terms. A Cleaner shall be deemed to have been allocated when the Agency has supplied the Cleaner with the Client's details and has instructed the Cleaner to telephone the Client within 24 hours, and the words "allocate" and "allocation" in these Terms will bear that meaning.

2. PAYMENT

- 2.1 The Client shall sign and return to the Agency a standing order mandating payment of the sum specified on the front of this Agreement to be made by the Client's bank in the form of a quarterly retainer payable in advance. Such payments will continue until this Agreement is terminated in accordance with clause 7.2 whether or not a Cleaner is employed by the Client through the Agency save that the Agency will credit the Client's account with an amount of time equivalent to one month's retainer or a proportional part thereof (a "No Charge Month") in circumstances where through no fault of the Client no Cleaner has been provided for any period or periods aggregating one complete month or part thereof. Any credit standing to the Client's account can, at the Client's option, be added to the end of the Client's contract such that the Agency will continue to supply the Client with a Cleaner notwithstanding termination in accordance with clause 7.2 until expiry of the period credited or the Client may by arrangement with the Agency arrange for the period credited to be taken during the term of such contract.

- 2.2 For the avoidance of doubt and subject always to Clause 2.1, the Client will only be entitled to receive a credit in respect of a No Charge Month where:

- 2.2.1 The Client requests in writing to the Agency for a No Charge Month and this request is agreed to by the Agency; or
- 2.2.2 The Cleaner is absent through no fault of the Client and the Client has duly notified the Agency in accordance with these terms and conditions.

- To claim a No Charge Month the Client must forward a written request to the Agency together with copies of all relevant Worker Earnings Receipt Forms showing relevant period(s) of absence.

- 2.3 Except as specified in this Clause 2.3, if this Agreement ends, no rebates will be made by the Agency for fees paid in advance or to date or in respect of any credit standing to the Client's account. The Client will be entitled to have a cleaner allocated for the duration of any notice period and, where appropriate, for any additional period for which the Client has paid in advance. For the avoidance of doubt, on termination of this Agreement by either party no rebate will be made where the Client has declined the allocation of a Cleaner in respect of any period for which the Client has paid the Agency in advance.

If, within one month of receipt of the Client's request for it to do so, the Agency fails to allocate a Cleaner or, having allocated a Cleaner or Cleaners such Cleaner(s) fail to contact the Client, in either case other than as a result of any act, fault or omission by the Client and, as a result of that failure, the Client wishes to end this Agreement, then the Agency will, at the Client's request, refund to the Client a No Charge Month (or, where appropriate, a proportional part thereof) in accordance with clause 2.1.

If the Agency fails to allocate a substitute Cleaner within 10 working days of receipt of the Client's request for it to do so and, as a result of that failure the Client wishes to end this Agreement then, at the Client's request, the Agency will make an appropriate refund to the Client for the period during which the Client was without a Cleaner as a result of the ending of the Agreement or as a result of that failure. However, if the Client wishes to continue with the Agreement, the Client's account will be credited with a No Charge Month (or, where appropriate, a proportional part thereof) in accordance with clause 2.1.

- 2.4 This Agreement is for a minimum fixed term of three months (the "Initial Term"). Thereafter, the Client can end this Agreement, by giving no less than one month's notice in writing to the Cleaner and the Agency to end this Agreement under Clause 7.2, such notice to be given to expire at the end of the Initial Term or at the end of any period of three calendar months (each such period being a "Quarter"), the first such Quarter commencing immediately following expiry of the Initial Term and each Subsequent Quarter commencing immediately following expiry of the immediately preceding Quarter.

- 2.5 The Client is responsible for paying any Cleaner used by the Client in cash (or by other method agreed in writing by the Client and the Cleaner) weekly in arrears at the agreed hourly rate together with any Travel costs specified on the front page of this Agreement or notified by the Agency from time to time.

- 2.6 The Client and the Cleaner shall use a Worker's Earnings Receipt Form in the form (as amended from time to time) supplied by the Agency.

- 2.7 For tax purposes, the Client shall for a period of not less than six years keep copies of all Worker's Earnings Receipt Forms in respect of all cleaners employed by the Client and shall provide the Agency with copies upon request.

- 2.8 Unless agreed otherwise with the Cleaner a sum of £5 (or such other sum as may be notified by the Agency to the Client from time to time) will be payable to the Cleaner to compensate for expense and inconvenience should the Client cancel appointments with the Cleaner by giving the Cleaner less than 24 hours' notice or no notice at all.

- 2.9 If the Client is to allow the Cleaner the keys to any property of the Client, then the Client is responsible for obtaining from the Cleaner a Key Security Deposit for the amount specified on the Key Security Deposit Form, copies of which are available on request from the Agency.

3. OBLIGATIONS OF THE AGENCY

- 3.1 The Agency will use its reasonable endeavours to obtain from its database a suitable Cleaner and allocate such Cleaner to the Client once the mandate is returned to the Agency. The Client will be able to interview the Cleaner and, as appropriate, select such Cleaner with whom the Client will contract directly to carry out interior domestic cleaning and ironing or request the Agency to allocate another Cleaner.

- 3.2 The Agency will send the mandate to the Client's bank and will obtain payment once a Cleaner has been allocated by the Agency to the Client. In the event of cancellation by the Client prior to allocation of a Cleaner a £15 cancellation fee is payable except where such cancellation is due to the Agency's failure to allocate a Cleaner.

- 3.3 The Agency will use its reasonable endeavours to reply promptly to any queries of the Client and assist in arranging interviews between the Client and a prospective new or replacement Cleaner or Cleaners.

- 3.4 The Agency will make available to the Client any Cleaner's references on request provided the Cleaner is to be or has been interviewed by the Client.

4. OBLIGATIONS OF THE CLIENT

- 4.1 THE CLIENT WILL EMPLOY ANY CLEANER AS ITS EMPLOYEE and will be responsible for arranging cleaning times, giving instructions and making correct and timely payments at the agreed hourly rate directly to the Cleaner.

- 4.2 The Client will keep the Agency fully informed by giving at least 48 hours' notice of:

- 4.2.1 any changes in requirements relating to the days or hours worked by a Cleaner; or
- 4.2.2 any complaint about a Cleaner which results in the Client wishing to appoint a new Cleaner in place of the existing Cleaner; or

- 4.2.3 any absences of a Cleaner in order to enable the Agency to take remedial action.

- 4.3 Unless agreed otherwise with the Cleaner the Client will give 24 hours' notice to the Cleaner of any changes to times or material changes in duties in carrying out his or her work.

- 4.4 The Client will supply all the necessary cleaning and ironing materials which must include a working vacuum cleaner and a fully operational steam iron and ironing board, if ironing is required.

- 4.5 The Client will give all instructions as to hours to be worked and duties to be performed direct to the Cleaner and shall be responsible for employing and terminating the employment of the Cleaner.

- 4.6 The Client must provide a clear set of instructions for the Cleaner and must only require him or her to do interior domestic cleaning or ironing.

INSURANCE

- 5.1 You are the employer of the Cleaner and you must ensure that your household insurance policy provides employers' liability cover in respect of domestic servants with a minimum level of cover of £10,000,000 per claim. The Agency may request you to provide proof that such cover is in place and that all relevant insurance premiums have been paid.

- 5.2 As a benefit to the Client and Cleaner employed by the Client through the Agency will be covered on an insurance policy which includes public liability cover providing for a maximum payment of £1,000,000 in the event of damage to or loss of the Client's property provided that this damage or loss is caused by the negligence or omission of the Cleaner. The Client acknowledges and confirms that each Cleaner is employed by the Client not the Agency and that, save as otherwise provided herein, the Agency shall not be liable for any act, default or omission of the Cleaner. For the avoidance of doubt, the Agency shall be liable for any negligent act, default or omission of the Agency which directly causes loss to the Client. The Client acknowledges and agrees that the Agency does not have access to police or criminal records when vetting Cleaners and cannot be liable for false or misleading information provided by Cleaners in relation to such matter.

- 5.3 The insurance policy will only cover loss or damage to property if and to the extent that the loss or damage is of a value in excess of £100. Neither the Agency nor its insurers will accept liability for any claims under £100 which are hereby excluded. Where any claim is of a value in excess of £100 the Client shall be liable to pay the first £100 of any such claim.

- 5.4 The insurance policy does not cover theft of property or possessions or loss or damage caused by bleach or any substances containing bleach.

- The insurance policy is subject to the terms and conditions, and any exclusions set out in the policy, a copy of which is available from the Agency on request, and the Client shall be bound by such terms and conditions, and exclusions. However, the main conditions for making an insurance claim are as follows:

- 5.4.1 The Client must make a statement concerning the damage, how it was caused and the value. The Client must also provide receipts or quotes in respect of such damage;

- 5.4.2 The Cleaner must issue a statement as above and admitting that the damage was caused by their own fault or negligence;

- 5.4.3 A claim form will then be completed by the Agency, following which the Client must liaise with the insurance broker appointed to handle the claim;

- 5.4.4 The Client will be responsible for the applicable excess on the policy, currently £100.

- 5.4.5 Claims where the Client is already covered under its own household insurance policy are excluded;

- 5.4.6 Only claims exceeding £100 in value are covered by the policy.

- 5.5 The Agency will not arrange for the insurance referred to in this clause if the Agency fee has not been paid by the Client in accordance with the terms and conditions of this Agreement.

- 5.6 An insurance policy taken out by the Client may void the insurance policy referred to in this clause in which event of damage and loss will only be recoverable under any policy of the Client.

6. EXCLUSION OF LIABILITY

- 6.1 The Agency accepts liability in the event of death or personal injury to any person arising out of the negligence of the Agency, its agents or employees, or that of any Cleaner.

- 6.2 The Agency will provide the Service with reasonable care and skill, within a reasonable time, and substantially as described in these terms and conditions. Subject to this and to the provisions of Clause 6.1 above, the Agency does not make any other promises or warranties about its Service or the services of any Cleaner employed by the Client under this Agreement.

- 6.3 Subject to Clause 6.1, the Agency will only be liable if it fails to carry out its Service with reasonable skill and care in accordance with Clause 6.2 above and any loss suffered by the Client can be attributed to this failure. Otherwise, the Agency will not be liable for any loss or damage to the Client or any goods or property of the Client however arising.

- 6.4 If the Agency is held liable to the Client for any reason whatsoever, including for its negligence, the Agency will only be responsible for any losses that the Client suffers which are a reasonably foreseeable consequence.

- 6.5 In any event, the Agency does not accept liability for any business loss (including, without limitation, any loss of contracts or business opportunity, loss of profits, loss of revenue or loss of anticipated savings in expenditure).

- 6.6 The Agency shall not be liable under any circumstances for any losses that the Client suffers as a result of any failure by a Cleaner to comply with his/her contractual obligations for whatever reason regardless of the fact that such Cleaner may have been introduced or recommended to the Client by the Agency. However, the Agency shall be liable for any losses that the Client suffers as a result of the Agency's failure under Clause 6.3 above and which are a foreseeable consequence of that failure.

- 6.7 The Agency shall not be liable for any failure of, or delay in, performance of all of any part of any contract in accordance with these terms and conditions which is due wholly or partially to any cause or occurrence beyond the Agency's reasonable control.

- 6.8 The Agency shall not be required to perform or complete performance, nor shall it incur any liability for failure to carry out this Agreement, if at the relevant time the Client is in breach of any obligation to the Agency under any contract with the Agency. The Agency shall have a reasonable time, after such a breach is remedied, to carry out its obligations under this Agreement. If such a breach is not remedied within a reasonable time the Agency may be giving reasonable notice to the Client, end this Agreement and shall have the same rights against the Client as if the Agency had ended this Agreement due to a breach of a term of this Agreement by the Client.

- 6.9 Subject to Clause 6.3. If the Cleaner is employed by the Client, the Agency is not responsible for the failure of any Cleaner to return keys or for any loss whatsoever that may arise as a result.

- In such circumstances, the Cleaner shall be liable. If the Cleaner is employed by the Agency, the Agency shall be liable subject to this Clause 6.

- 6.10 In any event, the Agency shall not be liable for any loss or damage whatsoever caused by bleach or any substances containing bleach.

7. TERMINATION

- 7.1 Subject to clauses 2.3 and 2.4, the Agency can terminate this Agreement only by giving not less than one month's notice in writing to the Client such notice to be given to expire at the end of the Initial Term or at the end of a Quarter.

- 7.2 Subject to clauses 2.3 and 2.4, the Client can terminate this Agreement only by giving not less than one month's notice in writing to the Cleaner and the Agency such notice to be given to expire at the end of the Initial Term or at the end of a Quarter.

- 7.3 For a period of 12 months following termination of this Agreement the Client will not employ or use the services of any Cleaner who is or has been contracted as a cleaner by the Client through the Agency.

- 7.4 The Client will not refer any Cleaner introduced by the Agency to any other person except through the Agency.

- 7.5 The restrictions contained in Sub-Clauses 7.3 and 7.4 are separate and distinct and each is to be construed separately from the other.

- 7.6 The restrictions contained in Sub-Clauses 7.3 and 7.4 are considered reasonable by the parties but in the event that either of such restrictions shall be found to be void but would be valid if some part thereof were deleted or the scope or period reduced, such restriction shall apply with such modification as may be necessary to make it valid and effective.

8. GENERAL

- 8.1 It is the intention of the Agency and the Client that all terms of the Agreement between us are included in writing on the form to which these Terms and Conditions are attached/annexed and in these Terms and Conditions. Please therefore include, in the space provided on the form to which these Terms and Conditions are attached/annexed, any other applicable terms or special requirements.

- 8.2 If any provision of this Agreement shall be found to be void, invalid or unenforceable, whether by a court of law, agreement of the parties or otherwise, the remainder of this Agreement shall remain in full force and effect notwithstanding any such invalidity, illegality or unenforceability but the provision in question will either be amended so as to make it valid, legal and enforceable or, in the event that this is not possible, deleted.

- 8.3 No delay or failure on part of the Agency to exercise or enforce any rights or remedies pursuant to the terms of this Agreement shall constitute a waiver of such rights or operate to prejudice the exercise of any such rights at any time thereafter.

- 8.4 Any headings to clauses or sub-clauses are for convenience only and shall not affect the interpretation or construction thereof.

- 8.5 Relevant United Kingdom law will apply to these terms and conditions and the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these terms and conditions.