

BACKGROUND:

These Terms and Conditions are for the provision of cleaning services by <<Insert Company or Name>> to customers who require their homes to be cleaned on a regular basis. Please read these Terms and Conditions carefully and ensure that you understand and agree to them before you accept them.

These Terms and Conditions only apply to customers who are not a "Consumer" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

<b>"Agreed Times"</b>	Days on which You and We agree to provide the Cleaning Services to the Property to provide the Cleaning Services as specified in the Agreement];
<b>"Agreement"</b>	Agreement to which You and We will enter if You accept these Terms and Conditions. The Agreement will be in the form of a written document. Subject to, these Terms and Conditions, the standard form of Agreement is attached as an annex to these Terms and Conditions.
<b>"Business"</b>	Trade, craft or profession carried on by a natural person or organisation;
<b>"Cleaning Services"</b>	Cleaning Services We will provide as specified in the Agreement;
<b>"Consumer"</b>	As defined by the Consumer Rights Act 2015, a natural person in relation to these Terms and Conditions who is not a trader, a customer of the Trader who purchases goods or services for their personal use and for purposes other than only outside the purposes of any business;
<b>"Deposit"</b>	A sum of money which may be required to pay in advance of the start of the Cleaning Services as specified in Clause 5;
<b>"Model Cancellation Form"</b>	A form for cancellation of the Agreement attached as an annex to these Terms and Conditions;
<b>"Monthly Fee"</b>	A fee which You may be required to pay for the Cleaning Services as specified in the Agreement;
<b>"Order"</b>	An order placed by You for Us to provide the Cleaning Services as specified in Clause 4;
<b>"Property"</b>	The location where the Cleaning Services are to take place as detailed in the Order and the Annex to these Terms and Conditions.

<b>“Quotation”</b>	the quotation We give to You in accordance with detailing the services We will provide to You fees We will charge;
<b>“Service Period”</b>	a period of one month beginning on the Start and repeating until the Agreement is cancelled or ended;
<b>“Start Date”</b>	the date You and We agree on for Us to start the Cleaning Services as specified in the Agreement;
<b>“Visit”</b>	any occasion, scheduled or otherwise, on which We visit the Property to provide the Cleaning Services;
<b>“We/Us/Our”</b>	the Trader and includes all employees, agents and subcontractors of the Trader; and
<b>“You/Your”</b>	a Consumer who is a customer of the Trader.

- 1.2 Any reference to an electronic communication, including any similar expression, includes a reference to whether sent by e-mail [or] [text message,] or other means;
- 1.3 Each reference to an Act or provision of a statute is a reference to that Act or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The Terms and Conditions are for convenience only and do not constitute an offer or invitation of these Terms and Conditions.
- 1.7 Words in the singular number will include the plural and vice versa.
- 1.8 References to gender will include any other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

## 2. Information

- 2.1 We are a [type, e.g. sole trader, partnership, LLP, private limited company];
- 2.2 [We are known as <insert trading name if different from company name>];
- 2.3 [We are registered in the <Country of Registration>> under number <<Company Registration Number>>];
- 2.4 [Our Registered Office is <<Registered Office>>.];
- 2.5 [Our address for correspondence is <<insert address if different from registered office>>];
- 2.6 [Our VAT number is <<VAT number>>.];



- the Agreement and the Deposit shall be a legally binding contract between You and Us at the time that the Deposit is paid. If You then sign and date the Agreement, a legally binding contract shall come into effect requiring Us to provide the Services to You to pay for them.
- 4.9 The advance of an Order or Quotation or any revised Order for Us shall not have any legally binding effect on You until the Agreement is signed and dated by both You and Us and the Deposit is paid.
- 5. Deposit**
- 5.1 At the time of the Quotation or not more than <<insert period e.g. 7 days>> on the nature of the work, You may be required to pay a Deposit. The Deposit will be <<insert sum e.g. 50% of the Monthly Fee>>. We will provide an Agreement for You until the Deposit is paid.
- 5.2 We will refund the Deposit to You in full or in part on termination of the Agreement. The Deposit in full unless any invoices remain unpaid. The unpaid amount will be retained from the Deposit.
- 6. Fees and Payment**
- 6.1 We will charge a Fee based on the following factors:
- 6.1.1 <<insert factor e.g. Number of rooms>>
- 6.1.2 <<insert factor e.g. Cleaning Services required>>
- 6.1.3 <<insert factor e.g. Frequency of cleaning>>
- 6.1.4 <<insert factor e.g. Location of premises>>
- 6.2 The Fee will be <<insert percentage>> of any VAT chargeable. If the rate of any such VAT is <<insert percentage>>, the amount of VAT that You must pay.
- 6.3 We will invoice You at the end of each Service Period for the Cleaning Service Period.
- 6.4 You must pay the Fee within <<insert period e.g. 30 calendar days>> of receipt of the invoice.
- 6.5 We accept the following methods of payment:
- 6.5.1 <<insert method e.g. Credit/debit card>>;
- 6.5.2 <<insert method e.g. Cash>>;
- 6.5.3 <<insert method e.g. Cheque>>;
- 6.5.4 <<insert method e.g. Bank transfer>> as required>>.
- 6.6 If You fail to pay the Fee by the due date, We may charge You interest on the amount of <<insert percentage>>% above the base rate of <<insert percentage>>% from time to time until payment is made in full. Interest will be charged on a daily basis from the due date until the actual date of payment.
- 6.7 If You dispute an invoice in good faith, We will not charge You interest while a dispute is ongoing.

## 7. Cleaning Services

- 7.1 We will provide the Cleaning Services in accordance with the specification set out in the accepted Agreement (as may be amended by Us from time to time).
- 7.2 We will begin to provide the Cleaning Services on the Start Date and will continue to provide the Cleaning Services until the Agreement is terminated by Us and Conditions.
- 7.3 We will use reasonable care to ensure that We always assign to You the same person to provide the Cleaning Services on Our behalf. If a particular person is unavailable, We will inform You of any change prior to a Visit.
- 7.4 We will ensure that the Cleaning Services are performed with reasonable care and skill and to a standard which is consistent with best practice in the cleaning market.
- 7.5 We will ensure that the Cleaning Services are performed in accordance with relevant codes of practice.
- 7.6 [You must supply the Cleaning Equipment in accordance with sub-Clause 8.3.]
- 7.7 Under no circumstances shall We be obliged to move or remove, or damage, fragile, antique or valuable items in order to provide the Cleaning Services.
- 7.8 Unless specifically agreed in writing, We will not clean any items which appear to be fragile, antique or valuable, in Our reasonable judgement, which may be damaged as a result of the Cleaning Services.
- 7.9 If You require kitchen freezers to be cleaned internally, You must empty the freezers prior to the Cleaning Services which they are to be cleaned.
- 7.10 We will properly document the results from the provision of the Cleaning Services.
- 7.11 If cleaning work beyond the scope of the Cleaning Services is required (to clean up a spillage or to perform such work as is not part of the Cleaning Services), and will be charged to You, We will add the cost of such work to the invoice for the Service Period in which the work is performed.
- 7.12 We will ensure that the Cleaning Services are provided in such a way as to avoid any damage to the Property. If such damage does occur, We will, at Our expense, make good any such damage to You as soon as is reasonably possible, and We will also take reasonable steps to protect the Property while the Cleaning Services are being provided, including the removal of fragile, antique or valuable items from the areas where We are working. We will not be liable for any damage which occurs as a result of Your failure to follow such instructions.

## 8. Your Obligations

- 8.1 You will ensure that the Cleaning Services are provided at the Property at the Agreed Times to the satisfaction of Us.
- 8.2 You may either give access to the Property or be present at the Property during the Cleaning Services.

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ess. We promise that all keys will be kept safely  
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ing part or all of a Visit].

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ment is in good and safe working order. We will  
ability to provide the Cleaning Services effectively  
equipment are not available.]

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the necessary access to the Property or make it  
the Cleaning Services by failing to comply with  
ause 8, and do not have a good reason for this,  
additional charges incurred as a result.

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insert period e.g. 24 hours>> notice if You do not  
Cleaning Services on a particular day or at a  
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period e.g. 24 hours>> notice is given We will  
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result of the Cleaning Services, i.e. they have not  
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services, or to get a price reduction if this is not

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You inform Us as soon as is reasonably possible.  
s to remedy problems with the Cleaning Services  
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remedying problems under this Clause 9 where the  
by Us [or where nobody is at fault]. If We  
has been caused by incorrect or incomplete  
ed or taken by You, We may charge You for

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certain legal rights with respect to the purchase of  
details of your legal rights and guidance on  
recommended that You contact your local Citizens  
Standards Office.

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to request repeat performance or, if that is not  
reasonable time without inconvenience to You, You  
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not performed in line with information that We  
You also have the right to request repeat  
possible or done within a reasonable time without  
Our breach concerns information about Us that  
performance of the Cleaning Services), You have the

- 9.7 If for any reason in accordance with Your request, We will bear any and all costs that apply, this may be for the Visit(s) affected and may result in a full or partial refund without undue delay (and in any event within 14 days). We agree that You may request an alternative method originally used to make the payment, but We will not charge You for doing so and We will not charge You in cases where a price reduction or refund of full fees payable for the relevant Visit(s) has already been made. Funds will be issued without undue delay starting on the date on which the refund is requested and made via the same payment method or, if requested, an alternative method.
10. **Complaints and Feedback**
- 10.1 We always welcome feedback from our customers and, while We always use your experience as a customer of Us to improve Our services, We want to hear from You, if You have any cause for complaint.
- 10.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <insert link>.
- 10.3 If You wish to complain, please contact Us in one of the following ways:
- 10.3.1 [In writing, to the attention of the relevant department(s)>]
- 10.3.2 [By email, to the attention of the relevant department(s)>]
- 10.3.3 [Using Our online complaint form;]
- 10.3.4 [By contacting Us on the telephone at <insert telephone number> [and following the prompts when prompted.]]
11. **Cancellation of Agreement**
- 11.1 Where the Agreement is made at Your premises, You have a statutory right to a “cooling off period” which begins once the contract between You and Us is formed. This period is 14 calendar days after that date.
- 11.2 If You wish to cancel the Agreement during the cooling off period You should inform Us immediately by any means (e.g. a letter sent by post, or email to the postal address specified in these Terms and Conditions). You must complete the Cancellation Form, but You do not have to return it to Us.
- 11.3 To meet the cancellation period, communication confirming Your cancellation must be received by Us within the cancellation period.
- 11.4 If You exercise the right to cancel, You will receive a full refund of any amount paid to the Us in connection with the Agreement (including, but not limited to, the Deposit where applicable).
- 11.5 We will refund money in the same method used to make the payment, unless You have exercised the right to cancel. In any case, You will not incur any fees as a result of cancelling the Agreement.

- 11.6 We will refund to You as a result of a cancellation without undue delay, within the period of 14 days after the day on which the cancellation occurs.
- 11.7 If the cancellation occurs during the cooling off period You must make an express request for the Cleaning Services to begin within the 14 calendar days after the cancellation. Your request forms a normal part of the ordering process and You acknowledge and agree to the following:
- 11.7.1 You will be required to pay for the Cleaning Services from the point at which You inform Us of Your wish to cancel the Agreement after provision of the Cleaning Services;
- 11.7.2 We will refund a fair proportion of the Monthly Fee. Any sums paid for the Cleaning Services will be refunded calculated on this basis;
- 11.7.3 We will refund within <<insert normal refund period>> and no later than 14 calendar days after You inform Us of Your wish to cancel the Agreement;
- 11.8 Clause 11 relating to the cooling off period shall not apply to the termination of the Agreement after the 14 calendar day cooling off period and/or where it does not apply.
12. **Termination**
- 12.1 In accordance with Clause 11 relating to the cooling off period, You may terminate the Agreement at any time by giving Us at least <<insert period>> written notice, e.g. 14 days.
- 12.2 You may terminate the Agreement with immediate effect by giving Us written notice if:
- 12.2.1 We have breached the Agreement in any material way and have failed to remedy the breach within <<insert period>> of You asking Us in writing to do so;
- 12.2.2 We have entered liquidation or have an administrator or receiver appointed;
- 12.2.3 We have failed to implement a change requested by You or You do not agree to the fees charged by Us to accommodate such a change;
- 12.2.4 We have failed to provide the Cleaning Services due to an event (a "Force Majeure" event - see Clause 14);
- 12.2.5 You have notified Us in writing that You intend to terminate these Terms and Conditions to Your material detriment.
- 12.3 We may terminate the Agreement before the Start Date due to the unavailability of personnel or materials, or due to the occurrence of an event beyond our reasonable control (a "Force Majeure" event - see Clause 14). If termination is necessary, We will inform You as soon as is reasonably practicable.
- 12.4 After termination of the Agreement You may terminate the Agreement at any time by giving Us <<insert period, e.g. 14 days>> written notice.



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12.5 We may terminate the Agreement with immediate effect by giving You written notice if:

12.5.1 You fail to remedy the breach as required under Clause 6 (this includes the obligation to pay interest on overdue sums under sub-Clause 6.4);

12.5.2 You have breached the Agreement in any material way and have failed to remedy the breach within the period<> of Us asking You in writing to do so;

12.5.3 You do not permit Us access to the Property and We have been unable to complete the Cleaning Services under sub-Clause 8.4;

12.5.4 We have been unable to complete the Cleaning Services for more than 30 days as a result of an event outside of Our control (a "Force Majeure" event).

12.6 For the purposes of this Clause, a breach of the Agreement will be considered 'material' if it is not trivial in its consequences to the terminating party. In any event, if a breach is material no regard will be had to whether it was caused by accident, mishap, mistake or misunderstanding.

### 13. Effects of Termination

13.1 If the Agreement is terminated, the provisions of this Clause 13 will apply.

13.2 If at the termination of the Agreement:

13.2.1 You have not yet paid for any Cleaning Services We have provided to You, We will refund to You as soon as is practicable the sums due to You, but we may deduct from such a refund (or charge You) the net costs We will incur for the net costs We will incur in connection with the Agreement if We terminate it under sub-Clauses 12.5.1 to 12.5.4; or

13.2.2 We have provided to You a refund of the sums due to You, but You have not yet paid for, or do not yet pay, any refund due to You or, if no refund is due to You, for those sums and You will be required to reimburse Us in accordance with Clause 6.

13.3 Any Clauses which, by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.

13.4 Termination will not affect Our right to damages or other remedy in respect of any breach of the Agreement which exist at or before the date of termination.

### 14. Events Outside of Our Control

14.1 We will not be liable for any failure or delay in performing Our obligations under these Terms if such failure or delay results from any event outside of Our control ("Force Majeure"). Such Force Majeure events include, but are not limited to, natural disasters, war, terrorism, strikes, pandemics, and government actions.

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are not limited to: power failure, internet service outages or other industrial action by third parties, fire, explosion, flood, storms, earthquakes, (threatened or actual), acts of war (declared, or preparations for war), epidemic, pandemic, or any other similar or dissimilar event that is beyond Our control.

14.2 If any event described under this Clause 14 occurs that is likely to affect the performance of any of Our obligations under these Terms and Conditions:

14.2.1 We will act as soon as is reasonably possible;

14.2.2 The performance of the Agreement will be suspended and any time limit for performance of the Agreement will be extended accordingly;

14.2.3 When the event outside of Our control is over and the event has not caused any new dates, times or availability of Cleaning Services, we will resume the Agreement (see Clause 12).

14.2.4 We will terminate the Agreement (see Clause 12).

## 15. Liability

15.1 We will not be liable for any foreseeable loss or damage that You may suffer as a result of these Terms and Conditions or as a result of Our negligence or damage is foreseeable if it is an obvious result of Our negligence or if it is contemplated by You and Us when we entered into the Agreement. We will not be responsible for any loss or damage that is not foreseeable.

15.2 We will maintain and valid insurance including public liability insurance.

15.3 We provide Cleaning Services for domestic and private purposes only. We do not warrant or representation that the Cleaning Services are fit for industrial purposes of any kind. We will not be liable for any loss of business, interruption to business or for any other loss or damage.

15.4 If We damage the Property or anything in it, We will make good the damage at our cost to You. We are not responsible for any pre-existing damage to Your Property that We may discover while providing Cleaning Services.

15.5 [Our liability for or damage caused as a result of Our negligence or breach of these Terms and Conditions or the Agreement by Us is limited to £<<in the event of a claim.]

15.6 We accept no liability for any loss or damage You suffer which results from Your failure to follow the instructions given by Us.

15.7 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for personal injury caused by Our negligence or for fraud or intentional tort.

15.8 Nothing in these Terms and Conditions is intended to or will limit Your legal rights under any consumer protection legislation. For more information, please refer to Your local Citizens Advice Bureau or

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16. **How We Use Your Personal Information** (n)

We will only use Your personal information in accordance with Our <<insert document name, e.g. Privacy Notice>> available at <<insert URL>>.

17. **Other Important Terms**

17.1 We may from time to time amend Our Terms and Conditions without giving You notice, but We will endeavour to inform You as soon as is reasonably possible.

17.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may occur if We sell Our business). If this occurs We will inform You in writing. Your obligations and rights under the Agreement will not be affected and Our obligations and rights under the Agreement will be transferred to the third party who will be bound by the Agreement.

17.3 You may not transfer Your obligations and rights under the Agreement without Our prior written permission (such permission not to be unreasonably withheld).

17.4 The Agreement is binding on You and We and no person or third party other than You or Us will be entitled to enforce any provision of the Agreement.

17.5 If any provision of the Agreement is held by a court of competent authority to be unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the enforceability of the Agreement in question will not be affected.

17.6 No failure or delay by Us in exercising any rights under the Agreement or in enforcing any provision of the Agreement, and no waiver by Us or You of a breach of any provision of the Agreement, means that We or You will waive any subsequent breach of that provision or any other provision.

18. **Regulations and Information**

18.1 We are required by certain Regulations (Information, Cancellation and Additional Charges Regulations) to ensure that certain information is given or made available to You before We make Our contract with You (i.e. before the Quotation and the Agreement has been signed) except where the information is already apparent from the context of the transaction or the information itself either in the Quotation or the Agreement. We will make it available to You before You accept the Quotation or sign the Agreement. All of that information, including the Regulations, be part of the terms of Our contract with You as set out in the Quotation and the Agreement.

18.2 As required by the Regulations:

18.2.1 all of the information required by Clause 18.1; and

18.2.2 any other information that We are required to give to You about the Cleaning Services, or any other services, which You take into account

will be

cept the Quotation and sign the Agreement, or  
r decision about the Cleaning Services,  
our contract with You as a Consumer.

19. **Law and Jurisdiction**

19.1 These  
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s, the Agreement, and the relationship between  
actual or otherwise) shall be governed by, and  
the law of [England & Wales] [Northern Ireland]

19.2 As a  
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efit from any mandatory provisions of the law in  
othing in Sub-Clause 19.1 above takes away or  
umer to rely on those provisions.

19.3 Any  
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ceedings or claim between You and Us relating  
ns, the Agreement, or the relationship between  
ractual or otherwise) shall be subject to the  
ngland, Wales, Scotland, or Northern Ireland, as  
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THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN:**

- (1) <<Name of Trader>> [a company registered in <<Country of Registration>> under number <<Trader Registration Number>>] whose registered office is at] **OR** [of <<insert Address>>] (“the Trader”)
- (2) <<Name of Customer>> of <<insert Address>> (“the Customer”)

**BACKGROUND:**

- (1) The Trader provides cleaning services to other customers and has reasonable skill, knowledge and experience to provide such services.
- (2) The Customer wishes to engage the Trader to provide the services specified below (“the Cleaning Services”).
- (3) The Trader agrees to provide the Cleaning Services to the Customer, subject to the attached Terms and Conditions of the Cleaning Services Agreement.

**IT IS AGREED** as follows:

**1. The Agreement**

- 1.1 This Agreement incorporates the Terms and Conditions.
- 1.2 In this Agreement, the words and expressions have the same meaning as they have in the Terms and Conditions.
- 1.3 A legally binding contract will be created when You and We sign this Agreement.
- 1.4 We confirm and You acknowledge that we have given or made available to You the following information where such information is already available to You:
- 1.4.1 The main charges for the Cleaning Services;
- 1.4.2 Our identity and contact details;
- 1.4.3 The total price for the Cleaning Services including taxes or, if the Price cannot be calculated, the manner in which it will be calculated;
- 1.4.4 The arrangement for the performance and the time by which (or within which) the Cleaning Services will be performed;
- 1.4.5 Our complaint handling procedure.

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- 1.4.6 agreement, where applicable, or if this Agreement  
duration or is to be extended automatically, the  
ing it.
- 1.5 As r Consumer Contracts (Information, Cancellation and  
Addit ons 2013:
- 1.5.1 described in Clause 1.4; and
- 1.5.2 which We give to You about the Cleaning  
which You take into account when entering into  
en making any other decision about the Cleaning
- will b r contract with You as a Consumer.
2. **The Cleaning**
- 2.1 We v
- 2.1.1 Cleaning Services on the Start Date of <<insert
- 2.1.2 Services during the Agreed Times of <<insert  
times as You and We may agree in writing;
- 2.1.3 Services at the Property located at <<insert
- 2.1.4 Services in accordance with the specification  
.2
- 2.2 The leaning Services is [as follows: <<insert full  
provided>>] **OR** [attached].
- 2.3 You a ting to vary the specification from time to time.
3. **Fees and Pa**
- 3.1 You v £<<insert sum>> (including any VAT chargeable  
by Us es.
- 3.2 <<Ins ums due (if any) as detailed in the Quotation>>.
4. **Waiver of C**
- 4.1 By s You request Us to commence provision of the  
Clear y and not to wait for the 14 calendar day cooling  
off pe e 11 of the Terms and Conditions to expire.
- 4.2 You exercise the right to cancel You will be liable to  
pay f vices provided up until the point at which You  
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SIGNED for and on  
<<Name and Title of Trader>>

\_\_\_\_\_  
Authorised Signature

Date: \_\_\_\_\_

SIGNED by the Customer:  
<<Name of Customer>>

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Signature

Date: \_\_\_\_\_

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SCHEDULE 2

CANCELLATION FORM

To: <<trader to insert name and email address>>

physical address and, where available, fax number

I/We (delete as appropriate) hereby  
my/our (delete as appropriate) hereby

notice that I/we (delete as appropriate) cancel  
cleaning services dated << >>.

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s)

Date:

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