

# **TERMS AND CONDITIONS OF ALLEYSNS CLEANING COMPANY- CONTRACT - COMMERCIAL CLEANING**

These are Alleyns Cleaning Companies terms of business and you enter into this agreement once you make an order of our services by phone, online, in person or in writing.

## **CONTRACT CLEANING FOR SERVICES BETWEEN ALLEYSNS CLEANING COMPANY AND THE CLIENT**

### **1 SERVICE**

- 1.1 Alleyns will provide you with a cleaning service by our experienced and trained staff
- 1.2 A Contract is regarded as engaged once we commence in regular cleaning after the trial visit
- 1.3 Alleyns will carry out quality checks on the cleaners performance, to uphold an acceptable standard.
- 1.4 The cleaners are self-employed & are contracted to do cleaning by Alleyns Cleaning Company
- 1.5 Alleyns will agree to carry out the cleaning duties agreed in the pre assessment at the agreed hourly rate in the proposal with the agreed cleaning products provided by Alleyns. Any additional products not agreed will be required to be purchased by the customer.

### **2 PAYMENT**

- 2.1 You agree to make payments to the agency on a monthly basis seven days after the receipt of invoice which is issued at the beginning of the month. This is standard but can be altered with discussion and authorization by both parties involved.
- 2.2 Payment methods for the charges of the agency can be by Bank Transfer or standing order.
- 2.3 You are not allowed to pay the cleaner directly as we have no way to mediate payment disputes.
- 2.4 Payment directly to the cleaner is not allowed.
- 2.5 The Agreement for contract cleaning is on a rolling basis with at least 1 month's written notice to cease services including Short Temporary cancellations.
- 2.6 Cancelling or changing appointments for the cleaning should be done only through Alleyns management and not directly with the cleaner. Such changes can be done 24 hours prior a visit. Otherwise you will still be required to pay for the visit.
- 2.7 Upon expire of the agreement a statement will be provided with final charges due if any adjustments are to be applied. Final payment and adjustments are required to be received within 7 days of the date of contract termination or within 7 days of the last visit whichever occurs first before the contract can be terminated.
- 2.8 Should you have the intention to permit the cleaner to hold keys for the property Alleyns will ensure that the cleaner signs a key security deposit form and will be covered by the insurance. For commercial cleaning contracts Alleyns will hold a duplicate set for safety and security reasons.
- 2.9 You can use the cleaner for more hours than the regular contract, the extra visits will be added to the charges of the following month's payment and you must inform Alleyns for the extra time otherwise it will be interpreted as a breach of contract.
- 2.10 If your payments are not received on time a surcharge of 8% will be applied per month for each month's delay. Should we be required to pursue payments which you refuse to pay for services rendered we will request payment for the expenses in collecting the initial payment as well as fees to other in situations involved in the collection process.
- 2.11 Alleyns Cleaning Company shall be entitled to terminate the contract forthwith without payment if the Client goes into liquidation makes any voluntary arrangements with its creditors becomes subject to an administration order ceases or threatens to cease to carry on business or if the Client fails to pay sums due to E&D Cleaning Services in accordance with these Terms and Conditions. Where a Client is a limited Company or PLC the Directors of the Client guarantee (if more than one jointly) that any Payments due to E&D are not only a liability of the Client but also of the Directors themselves personally who shall be liable to E&D Cleaning Services for the same & in addition to the liability of the Client.
- 2.12 Alleyns will supply cleaning services at the agreed hourly rate including VAT after the initial Assessment per day on a five week day basis this is including cleaning products (bleach, window cleaner, all purpose cleaner , mops buckets and hoover)
- 2.13 Cleaners will work to the agreed hours a day carrying out the job at the times agreed by both parties

### **3 THE CLIENT'S OBLIGATIONS**

3.1 You will be responsible for providing us and the cleaner cleaning times, giving instructions, and for the correct and punctual payments at the agreed hourly rate through our client account

3.2 You will be responsible for outlining all specific requirements and duties at the pre-assessment carried out by Alleyns Cleaning Management.

3.2 You would need to notify the agency at least 24 hours prior to - changes in hours and days the cleaner must work, absence of cleaner for us to rectify the situation.

3.3 You would be required to supply all the necessary materials and equipment for the cleaner to carry out duties unless you requested that to be supplied by Alleyns.

3.4 You must allow the cleaner access to hot water & power for the equipment & materials. All fragile and breakable items must be secured or removed.

3.5 The client agrees to inspect the first initial clean work immediately after it is completed and to draw to the attention of the cleaner of any such further work to be carried out reasonably required but if the client is still not satisfied the client must notify us immediately.

3.6 If keys are provided they must open the lock without any special efforts or skills if we cannot get access to your property because of faulty lock a charge for that visit will still apply.

3.7 If Cleaners need to collect keys from a third party's address outside the postal code of the premises where work is to be carried out then a £10.00 charge may apply.

3.8 The client understands that the price he/she has been quoted is not for a "package deal" and does not include anything apart from the cleaning labor at the agreed property and at the agreed amount of hours.

3.9 We estimate the cleaning time and recommend to you, how long such tasks may take and that a degree of flexibility may be required from the client.

3.10 The client accepts and understands that poor service, breakage/damage or theft must be reported immediately after the service visit. Failure to do so will entitle clients to nothing.

3.11 If the client is not completely satisfied with a cleaning job, we will re-clean any areas and items to clients' satisfaction, only when such a claim is made after the cleaning and has reasonable grounds.

3.12 We reserve the right for our cleaners not to be responsible for: cleaning job not complete due to the lack of suitable cleaning materials and/or equipment in full working order, hot water or power; third party entering or present at the client's premises during the cleaning process; wear or discoloring of fabric becoming more visible once dirt has been removed; any accidental damages caused by our cleaners if the customer has an unpaid balance owed to Us.

3.13 The client cannot subcontract or employ the cleaner directly or recommend her to third party without the engagement of the Agency. Failure to do so will result in referral fee of £700 due to the Agency

### **4 OBLIGATIONS OF ALLEYN'S CLEANING COMPANY**

4.1 Once you make a booking Alleyns will allocate a supervisor to draw up cleaning assessment report and a cleaning schedule at your site. An appropriate cleaner will be selected and trained for your site's cleaning should you not be satisfied the agency will try to rectify the situation and if not send you a different cleaner.

4.2 Should you cancel a cleaner prior to us sending you a cleaner a £25 cancellation fee will apply.

4.3 We will take great care in selecting cleaners and checking their references and documents to make sure they are competent but we cannot be held responsible for any reason for failure of selection procedure or worker arisen problems.

4.4 Alleyns Cleaning will not be liable for any delay to or cancellation of the services caused by circumstances beyond our control (including but not limited to fire, flood, strike, exceptional traffic circumstances, lack of adequate power or breakage or failure of machinery or apparatus). In such cases we will try to arrange a re-visit at mutually convenient time. Where Alleyns Cleaning is unable to perform its duties and attend a cleaning visit our liability shall be limited to providing the agreed service at no additional charge at a mutually convenient alternative time.

4.5 When a cleaner falls ill, go on holiday or leave for any reason whatsoever, then We will undertake to supply a replacement cleaner at the earliest opportunity and in any event within 3 days of notification of the departure of the original introduced cleaner.

4.6 If a client has any dispute or claim Alleyns Cleaning will act as mediator to resolve the case with the cleaner.

### **5 INSURANCE**

5.1 Each Cleaner will have insurance policy which includes public liability cover providing for a maximum payment of £2,000,000 in the event of damage to the Client's property, provided that this damage is caused by the negligence or omission of the Cleaner. We will not be liable for any act, default or omission of the Cleaner. We cannot be liable for false or misleading information provided by Cleaners.

5.2.1 The insurance policy will only cover damage to property if and to the extent that the damage is of a value in excess of £250. For damages below this amount claims will be processed by us and paid directly.

5.2.2 No such insurance will be arranged referred to in this clause if the contracting fees of the Cleaning have not been paid by the Client in accordance with the terms and conditions of this Agreement.

5.3 The agency has its own insurance policy covering employer liability and public liability.

5.4 Items excluded from liability are: cash, items of sentimental value (the clients will be credited with the items present cash value), art and antiques. Key replacement/locksmith fees are paid only if keys are lost by our operatives.

5.5. Damage claims will only be accepted by the cleaner only if done immediately after every visit. Claims made at a latter stage will not be accepted neither by the agency nor by the cleaner. Upon termination of contract damage claims are only accepted for the last visit and only if they are made immediately after the visit and before the cleaner leaves the property.

## **6 EXCLUSION OF LIABILITY**

6.1 Alleyns does not accept liability for any business loss (without limitation, any loss of contracts or business opportunity, loss of revenue, loss of profits or loss of anticipated savings in expenditure).

6.2 In any event, Alleyns shall not be liable for any loss or damage whatsoever caused by bleach or any substances containing bleach when the client has requested these products be used on the areas required to be cleaned.

6.3 Alleyns may keep any retainer, and decide not to allocate the Client a Cleaner, if it believes that the Client is acting unlawfully, or is an unsuitable or unreasonable contractor, Alleyns decision being final in this matter.

6.4 If Alleyns believes that the Client has used, or is attempting, or intending to use, a Cleaner without paying, Alleyns decision being final in this matter, Alleyns has the right not to supply the Client, and to keep any retainer.

## **7 TERMINATION**

7.1 This agreement can be terminated by us by giving 1 week notice to the client

7.2 The client cannot employ or contract a cleaner which has been introduced by Alleyns for a 12 month period after the contract termination should the client do so the situation would be regarded as the contract has not been terminated and the money to Alleyns immediately be owed for the introductory services.

7.3 You as a client are not allowed to refer a cleaner to anyone unless you refer Alleyns itself. This is regardless of whether you have a contract with us or it has been terminated. Should this clause be broken you would owe compensation to the agency of referral fee of £700

7.4 In clarification to point 7.2 and 7.3 The Client agrees that after the termination of the cleaning service he/she will not hire or use any domestic services provided by a present or past cleaner introduced to the Client by Us. If the Client does wish to hire or use the domestic services provided by Alleyns but retain the services of the cleaner then he/she must pay a referral fee of £700.

7.5 Should the client want to cancel the contract at any point or stop paying for the cleaner and requests cleaners to stop attending his property the contract will be regarded as terminated and a £250 cancellation fee will be owed by the client to Alleyns for not providing proper notification of contract cancellation.

7.7 The expenses that we enquire for any fees we need to collect from the client will be added additionally to the fees collected.

## **CLOSING TERMS**

8.1 It is the intention of Alleyns that the terms and conditions are made available to the client by copy or have available on the website. It is the client's responsibility to obtain and to have read and understood the terms and conditions

8.2 The client agrees that by booking our services he has read and accepted our terms and conditions of business.

8.3 If any provision of this Agreement shall be found to be void, invalid or unenforceable, the remainder of this Agreement shall remain in full force.

8.4 No delay or failure on the part of Alleyns 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.

8.5 By ordering Alleyns Cleaning Companies services by telephone, e-mail, fax or through website(s) the customer agrees to be bound by these terms and conditions.

8.6 The above terms and conditions shall be governed by the relevant English and Welsh law, and by agreeing to be bound by them the client agrees to submit to the exclusive jurisdiction of the relevant courts of the UK.

8.7 Any changes to any part of these terms and conditions we will give you notice via email, website updates or in writing.