

## Terms and Conditions of Business

Multiclean Services reserves the right to make any changes to any part of these terms and conditions without giving any prior notice.

By Ordering discussing agreeing verbally by telephone, email, text message, site advertising contact page, site visit written quotation, the client agrees to be bound by Multiclean Services terms and conditions.

BETWEEN:

The Company Multiclean Services the Cleaning Services Provider

The Customer-Client-Individual-Company Representative.

Residential, Commercial, Domestic, Light Industrial Cleaning Services

All our terms and conditions the group of cleaning services cover Office Cleaning-Carpet & Upholstery-Block Communal Area Cleaning-Window Glazing Cleaning-Guttering Cleaning-High Level Cleaning

### 1. Definitions

#### 1.1 In these Terms of Business the following definitions apply

The Company means Multiclean Services

Cleaning Person or Cleaner/operative/operatives means the person or firm carrying out cleaning services on behalf of the company

The Client means the person, the firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the cleaning services are supplied by the company.

Service means the cleaning services carried out on behalf of the Company.

Cleaning Visit means the visit to the Client's service address by the Cleaner in order to carry out the Service or Services.

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

#### 1.3 The Headings contained in these Terms and for total convenience only and do not affect their interpretation.

### 2. Contract.

#### 2.1 These Terms and Conditions represent a contract between Multiclean Services and the Client.

#### 2.2 The Client agrees that any use of the Company's services, including placing an order for services by telephone, mobile phone text message, email, shall constitute the Client's acceptance of these Terms and Conditions.

#### 2.3 Unless otherwise agreed in writing by the owner of the Company, these Terms and Conditions shall 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 shall be valid unless approved in writing by the owner of the Company.

### 3. Cost

#### 3.1 New Client's are charged at the verbal or written quoted rate per job visit supplied to them by Multiclean Services.

#### 3.2 Client's who have not signed a service contract with the Company, are charged at the agreed hourly rate or quoted cost for the service. There is a minimum charge of £50.00.

### 4. VAT

#### 4.1 All quoted prices exclude Vat at 20%

### 5. Equipment

#### 5.1 Cleaning materials (detergents, solutions, towels, cloths, gloves) and equipment (vacuum cleaners, mop heads and handle, brushes, sweeping broom, etc.) will be provided by the Company unless specifically requested by the client. All equipment must be safe Pat Tested to operate, in full working order and must not require any specialist skills to be used for the purpose of cleaning. Specialist chemicals supplied by the Client for Multiclean Services are used at the clients own risk.

#### 5.2 If the Client has supplied chemicals or equipment the Client must provide clear and detailed instructions to the Cleaner including COSHH sheets and handling procedures.

#### 5.3 If the client does not have requested cleaning materials or equipment as detailed in section 5.2, and the Client asks the Company Operative to purchase said items on their behalf, the Client understands that a £5.00 service charge will apply and will be added to the cleaning materials invoice bill.

#### 5.4 Use of Multiclean Services property, equipment or chemicals by the client is strictly prohibited.

#### 5.5 A detailed list of cleaning specifications (cleaning tasks) must be provided by the Client to the cleaning operatives prior to service commencing. This will be detailed on the written quotation. If only verbal description of the tasks has been provided, the Company shall not be responsible for any tasks not carried out. Additional tasks will be charged at the appropriate rate.

### 6. Payment

#### 6.1 Payment is due at the completion of the service commencement in the form of a cheque or cash payment.

Contract payments may be made as above or by bank transfer. We reserve the right to cancel services

without notice due to declined cheques, late payments or non-cleared funds. All payments must be made on completion or within 30 days. If payment is not made the service will be suspended immediately and legal action will be taken to recover payment.

- 6.2 One off cleaning service requires payment on completion. If no payment has been received at the time of completion of the cleaning service, the Client agrees to and authorizes the Company to pursue payment for the outstanding amount including late payment interest and any other costs incurred.
- 6.3 The Client agrees to and understands that late payment incur an interest charge of 5% per week on the outstanding amount plus legal and personal costs involved in recovering the outstanding sums.
- 6.4 Although greatly appreciated and a powerful way to say "Thank you" the Client understands that tipping is not required we would rather you recommend us to your friends, tenants and business associates.
- 6.5 The Company reserves the right to change interest on invoiced amounts unpaid for more than 30 days at the rate of 3% per week above the Bank of England base rate from the due date until the date of actual payment.
- 6.6 If the Company is forced to refer the Client's account for collection to a third party Then extra costs may be added to the outstanding amount by the debt collecting.  
Company.
- 6.7 Any bank charges incurred due to a client's cheque being returned unpaid will be passed to the Client at a flat rate of £40.00 per cheque.
- 6.8 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) or job price if any misleading or false information was used to obtain discounted services.
- 6.9 The Client agrees to and authorises the Company to charge for any outstanding amounts owed to the company.
7. Refunds
  - 7.1 No refund claims will be entertained once the cleaning service has been carried out.
  - 7.2 No refunds will be issued only if the client has cancelled a cleaning visit within the allowed time (24 hours) prior to the start of the cleaning session and a payment has been already taken by the company.
  - 7.3 Refunds will be issued if a cleaning operative does not attend a cleaning visit, Payment for which has already been already collected by the company.
8. Cancellation
  - 8.1 There is a £30.00 late cancellation/lock out fee for cancelling or rescheduling a visit with less than 24 hour notice for non contract Clients. The same fee applies if the cleaning operatives are unable to gain access to the Client's home, business where the cleaning is to take place through no fault of the company.
  - 8.2 The contracted Client agrees to pay the full price of the cleaning visit if (A) The Client cancels or changes the date / time less than 24 hours prior to the scheduled cleaning appointment. (B) the Client fails to provide access to the service premises thus preventing the company to carry out the booked in scheduled work (C) There is a problem with the Clients keys or a wrong key box burglar alarm code given in error and the cleaning operatives cannot let themselves in. If keys or key fobs are provided they must open all locks without any special efforts or skills. (D) There is no provision of hot water and /or electricity which prevents the agreed cleaning from being completed or started. (E) There is insufficient lighting or access for the clean to be performed or access is restricted by furnishings or other goods deposited in the area to be cleaned or access to it.
  - 8.3 If the Client wants to change the a cleaning day or time the Company will do its best to accommodate this with a minimum of 24 hours notice required. Please note that the Company cannot guarantee that the service will be available on the new day and at the time the client requires. Any changes in the cleaning schedule are subject to availability.
  - 8.4 The Company's cleaning operatives work on any day of the week including Bank Holidays Providing the Client has agreed with the company, (1) The work to be carried out. (2) The quoted cost of the cleaning with acceptance clarification of the cleaning work with a text phone message or order ref number, email written confirmation 24 hours prior to any work commencing.
- 9.0 Termination of Contract
  - 9.1 The Client may terminate the cleaning contract by giving 30 days prior notice. The Client agrees to have a minimum of 4 cleaning visits or one month cleaning services during the 30 days notice period.
  - 9.2 The Client agrees to pay a cancellation fee of £60.00 If (1) No notice is given. (2) The Client provides a termination notice and requires less than 4 cleaning visits.
- 10 Employment Referral Fee
  - 10.1 The Client is liable for an employment referral fee of £1600.00 per person, should they employ (either legally or on a cash basis) anyone currently employed/sub-contracted by the Company, or employed/sub contracted by the Company within 1year period prior to such employment. The Company agrees to pay this fee whether they notifies the Company of his or her 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.

#### 11 Claims

- 11.1 The Company's liability insurance will cover damages caused by cleaning operative working on behalf of the Company up to 2,000,000. All claims are subject to an excess of £150.00.
- 11.2 The Client agrees due to the nature of the service the Company guarantees only to correct any problems reported in 24 hours. If a problem occurs on a Saturday it must be reported by Monday 12.00 noon in order to be accepted as a valid claim. Failure to do so will entitle the Client to nothing. The Company may require entry to the location of the claim within 24 hours to investigate and correct any problem. Any refunds or adjustments must be requested to the Company in writing and be subject to the approval by the Company.
- 11.3 The Client waives their right to stop payment on their cheque or reverse a bank transfer unless the Company fails to make good on the guarantee shown in part 15.1
- 11.4 While the Company operatives 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 operatives.
- 11.5 In case of damage, the Company will repair the item at its cost. If the item cannot be repaired the Company will rectify the problem by crediting the customer with the items present actual cash value toward a like replacement from a Company's source upon payment of the cleaning services rendered.
- 11.6 The Company shall not be responsible for damage due to faulty and improper installation of any item. All surfaces (eg, marble, granite, etc) are assumed sealed and ready to clean without causing harm. Or if the Client is warned in advance that possible damage may be caused by cleaning or movement of an item or equipment using particular chemicals or machinery.
- 11.7 No claims shall be entertained if the Client has an account invoice or invoices balance outstanding more than 30 days.
- 11.8 Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law together by the Company and its insurance provider (s) Monetary compensation as well as legal fees may incur.
- 11.9 Key replacement/locksmith fees are paid only if keys are lost by our operatives. There is a £30.00 per location liability limit.
- 11.10 No liability will be accepted for incorrect and inappropriate use of chemicals or equipment sold, lent, hired or supplied to the Client. Nor for loss damage or injury caused by incorrect storage and handling of the same.

#### 12.0 Complaints

- 12.1 All complaints must be received in writing by letter or email.
- 12.2 If the client is unhappy with a currently occurring service, the Company asks that the Client notifies it as soon as it notices anything that might be to their dislike by calling 01234 344721 Please not wait until the service is ending.

#### 13. Liability

- 13.1 The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct or indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with a late arrival of Company operatives 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 Company operatives may arrive with a delay or the cleaning visit may be re-scheduled.
- 13.2 The Company shall not be liable under any circumstances for any loss, expense, damage, delay, 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 job not complete due to the lack of suitable/enough cleaning materials, lack of hot water or electricity or equipment not in full working order. 2, Third party entering or present at the Clients premises during the cleaning process, 3, An existing damage to Clients property in the form of old stains, burns, spillages rust marks etc. Which cannot be cleaned/removed completely by the cleaning operative using the Client's property in the form of old stains, burns, spillages rust marks etc. which cannot be cleaned/removed completely by the cleaning operative using the Client's cleaning equipment and materials and in accordance with the industry standard cleaning methods as described in the Company method statement. 4, Any damages caused by faulty/not in full working order equipment or material supplied by the Client. 5, Any damages worth £50.00 or less.
- 13.3 The Company shall not be liable under any circumstances for any loss, expense, damage, delay, 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 carrying out services for the Client. If the Client has an outstanding amount aged 30 days or more from the date the payment was due.
- 13.4 We record in writing all agreements, quotes, and survey information for quality control, record monitoring

- keeping and back referral for any inquiries or investigations.
14. Auxiliary Terms
  - 14.1 If the Client requests keys to be collected by the Company's operatives from a third party's address outside the postal code of the serviced address then a £10.00 charge. Plus mileage will apply.
  - 14.2 The Company reserves the right to re-evaluate rates at any time should the Clients initial list of cleaning tasks change.
  - 14.3 The Company reserves the right to amend the initial quotation, should the Client's original requirements change. Differences in excess of 6% will be discussed with the Client prior to the commencement/start of the work.
  - 14.4 if any estimates of how long it will take the cleaning operatives to complete the job are being provided those are only estimates based on the average time it takes to clean a home, office or h.m.o of similar size to the Clients, it being difficult to calculate precisely such tasks may take and that a degree of flexibility may be required. Please note that one off cleans may take longer to complete due to longer intervals between cleaning visit sessions, number and type of cleaning tasks required, when compared to the regular cleaning maintenance of the same property. A suitable quotation will be prepared for signature by the Client which constitutes acceptance of the agreed price.
  - 14.5 The Client understands that the price he has been quoted is not for a "Package Deal" and does not include anything apart from cleaning labour, time and materials (where applicable)
  - 14.6 Rental Properties/Offices/Block Residential Properties or badly neglected properties may take up to three times longer than a well maintained gangway/walkway obstacle free property/premises requiring general cleaning. Therefore the Company advises the Client to ask for our Specialist Deep Cleaning Maintenance Services when a general tidy clean is not enough.
  - 14.7 The cleaning operatives will clean and maintain their clothing and equipment. Access to clean water (both hot and cold and a suitable safe electrical supply) is essential. In the case of empty properties these services must be left on safe/serviceable for us to carry out effective cleaning. Failure to supply these services will result in a charge of £60.00 even if the cleaning was not carried out and the agreed services were ready but not provided.
  - 14.8 All fragile and breakable items must be secured or removed.
  - 14.9 The cleaning operatives are not allowed to be exposed bare/raw/use and work with asbestos or asbestos containing products, radioactive materials and hazardous waste. The Company advises the Client to notify us immediately if such products exist within the property or premises. The Client shall be liable if any contamination, injury or personal harm comes to any operative working in such an environment when suitable notification has not been given in advance, nor will the Company or its operatives be responsible for the removal and disposal of waste from the clients premises.
  - 15 The Company reserves the right to make any changes to any part of this of these's Terms and Conditions without giving any prior notice. The Company may add to or alter these's 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's Terms and Conditions.
  - 15.1 Our Guarantee  
The Company has built up its business and reputation by providing its clients with the best possible cleaning service available. Still the Company realises, that because its operatives are human beings, they sometimes make mistakes. For this reason, the Company offers you a guarantee. If the Client is not satisfied (within reasonable limits) with the cleaning standard of certain areas after the cleaning, the Company's operative or operatives will come back to the Clients property and re-clean those areas free of charge, if it has been found that the client has erroneously claimed that a service is not up to our high standard we reserve the right to charge a £50.00 return fee.
  - 15.2 Unsuitable Materials
  - 15.3 Every Client of the Company should outline and highlight any items, flooring, fixtures, furnishings that are susceptible to damage or brakeage or unsuitable to be cleaned, moved or have any item dragged or carried over them.
  - 15.4 Damage to such items is excluded from claims made against the company where a disclaimer is completed or if no such warning is made to the company operative.
  - 16 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.

