

1. Definitions and Interpretation

- “Agency”** Homeclean, a trading style of Homeclean Franchise Management Ltd, used under third-party franchisees.
- “Agency Fee”** the fee payable to the agency for the services as set out in the confirmation.
- “Agreement”** the agreement for the provision of domestic cleaning services by the agency to the client as contained in the acknowledgment email once an introduction has been made.
- “Acknowledgment”** the confirmation of services, typically sent by email once an introduction has been made.
- “Client”** expressly means the person or company named on the acknowledgment email, and/or invoice. Services are non transferable and limited to one domestic property unless otherwise agreed in writing.
- “Introduction”** the presentation of a domestic cleaner suitably matched to the Client’s requirements. At all times the cleaner is under the client’s supervision, control and responsibility. Cleaners are self employed and not directly or indirectly employed by the agency.
- “Services”** the Introduction of a suitably matched domestic cleaner by the Agency to the Client in accordance with this Agreement.
- “Writing”** any formal communication, acknowledgment, variation or notice served under this agreement. Fax, email and SMS accepted forms communication under the terms of this agreement.

The headings in these conditions are for convenience only and shall not affect their interpretation.

2. Supply of the Services

- i. These conditions apply to the agreement for the supply of the services by the agency to the client to the exclusion of all other terms and conditions including any terms and conditions, which the client may propose to apply.
- ii. Any variation of this agreement (including any special terms and conditions, agreed between the parties) shall be void unless agreed in writing.
- iii. The Agency shall use reasonable endeavours to ensure the Introduction of a suitable cleaner but cannot guarantee the suitability and accepts no liability for any loss or damage arising from any negligence, misconduct, dishonesty or lack of skill.

3. Responsibilities of the Client

- i. The client shall make every endeavour to specify their exact requirements prior to the agency introducing a cleaner. Notwithstanding; the client undertakes to notify the agency of any changes in the specification during the term of the agreement.
- ii. At all times the client shall be responsible for the payment of the appropriate remuneration for the hours worked by the cleaner. The agency will advise the client in writing of any changes to the hourly rate in line with legislative changes. In any event the agency assumes no responsibility for any non compliance with appropriate employment laws by the client.
- iii. Any information provided by the agency to the client in respect of an introduction is for the use only of the client and shall be taken in an advisory capacity. The client undertakes to use reasonable judgment as to whether additional checks are undertaken.
- iv. It is wholly the responsibility of the client to satisfy themselves as to the suitability of any cleaner introduced.
- v. Following an introduction the agent will make arrangements with the cleaner to undertake the initial clean and communicate to the client.
- vi. The client undertakes to make available the appropriate cleaning materials and to notify the agency of any changes to the required schedule or scope of work to be undertaken.
- vii. The client must make arrangements with the cleaner to enable them to access the clients home. The agency provides guidance to cleaners on ensuring the safety and security of client keys, and will use all reasonable endeavours to ensure their return, but can assume no liability in the event that a clients keys are misplaced or not returned by the introduced cleaner.
- viii. It is the responsibility of the client to make appropriate checks on the work provided by the introduced cleaner before payment is made. Payments made to the cleaner are non-refundable.

4. Charges

- i. The agency fee is payable to the agency prior to the commencement of services and continues to be due periodically in line with the provision of services. In the event of non payment the agency reserves the right to suspend services with immediate effect until such time as the account is brought back up to date. Any fees paid to the agency during the period of arrears do not reduce the term of the agreement, which will continue to be in force during a period of default.
- ii. Disputed invoices must be notified to the agency at the earliest opportunity, and within 7 days of receipt.
- iii. Any invoice remaining outstanding more than 30 days after the invoice date may be passed to our debt collection agency and any associated collection costs will be added to the amount outstanding.
- iv. If the client cancels a confirmed booking with less than seven days prior notice to the agreed commencement, the client shall pay the full agency fee payable in respect of such booking

- v. All payments must be made in UK pounds sterling unless otherwise agreed.
- vi. Should the cleaner introduced by the agency be rejected by the client the agency fee will remain payable should that cleaner, or any other cleaner introduced by the agency, be employed or contracted by the client within 12 months of the cancellation of any agreement between the agency and the client.
- vii. If a client engages any cleaner introduced by the agency but does not inform the agency within fourteen days, the agency fee payable will be subject to a surcharge of twelve months agency fee.

5. Free Replacement and Refund Policy

- i. If any cleaner introduced by the agency refuses to undertake the reasonable requests of the client, fails to attend without notice, or leaves for any other reason; the agency undertakes to supply a replacement cleaner under the existing agreement at no additional cost.
- ii. Whilst every endeavour will be made by the agency to source and provide a replacement cleaner at the earliest opportunity following notification by the client, this may not always be possible. In such circumstances the client will be offered alternative options which may include a partial refund, strictly at the discretion of the agency.
- iii. In the event of any client wishing to terminate this agreement for whatever reason they shall continue to be bound by these conditions for the remaining term.
- iv. These provisions shall only apply if the client has already paid the appropriate agency fee and any other charges under this agreement in full.

6. Liability

- i. The agency assumes no responsibility for any loss, expense, damage arising from any act or omission by the introduced cleaner.
- ii. The agency shall use reasonable endeavours to ensure each cleaner has the required standard of skill, experience and necessary qualifications; nevertheless, the agency is not liable for any loss, expense, damage or delay arising from or in connection with any failure on the part of the agency or the cleaner to evidence such to the client. The agency is not liable for any negligence whether wilful or otherwise, dishonesty, fraud, acts or omissions, misconduct or lack of skill, experience or qualifications of the cleaner.
- iii. In the event that a client purchases Cleaner Damage Protection then all the terms of such agreement apply. The Cleaner Damage Protection remains an agreement between the customer and 'Superhog' and all claims must be within the parameters of any such agreement between client and 'Superhog'. Clauses 6 i. and 6 ii. continue to apply.

7. Termination

- i. Either party may (without limiting any other remedy) at any time terminate this agreement by giving thirty days notice in writing.
- ii. In the event that the Agreement is terminated by the client under this clause, the client shall not be entitled to any refund of the agency fee already paid and any agency fees due at the date of termination and all other sums due to the agency will immediately become payable in full.
- iii. In the event that the agreement is terminated by the agency under this clause, the client shall only be entitled to a refund of the agency fee already paid pro-rata for the remaining term of the agreement at the point of termination.

8. Complaints

- i. Any complaints or feedback should be made in the first instance to the agency in writing. The agency will endeavour to investigate all complaints thoroughly and provide a response to the client at the earliest opportunity.
- ii. In the event that the client does not receive a response from the agency or is not satisfied with the response provided then the client may escalate their complaint to

Homeclean Franchise Management Ltd in writing to info@homeclean.co.uk.

- iii. The decision of Homeclean Franchise Management Ltd in respect of any complaint is final.

9. General

- i. These conditions together with any written variations constitute the entire agreement between the parties and supersede any previous agreement or understanding.
- ii. All other terms and conditions expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law.
- iii. This agreement is non transferable.
- iv. No failure or delay by either party in exercising any of its rights under this agreement shall be deemed to be a waiver of that right and no waiver by either party of any breach of the agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision
- v. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.
- vi. English law shall apply to this agreement and the parties agree to submit to the jurisdiction of the English courts.