

Please take some time to review these terms and conditions before making your booking with maid2order cleaning services.

## 1. Definitions

- 1.1. "Company" "We" "Us" - maid2order Cleaning Ltd (the "Company") also trading as wall2wall Carpet Cleaning, 15 Victoria Gardens, Batheaston, Bath, Somerset, BA1 7RD, Tel: 0333 566 0063, Registered No. 08419022.
- 1.2. "Customer" - the person, 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.
- 1.3. "Cleaner" - means the person or firm carrying out cleaning services on behalf of the Company.
- 1.4. "Service" - such cleaning duties as agreed with the Customer at the time of booking and detailed in the customer cleaning checklist.
- 1.5. "Premises" - an address specified by the Customer.
- 1.6. "Service Time" – the time and date mutually agreed between the Company and the Customer at which the Service will be undertaken.
- 1.7. "Checklist" – detailed list of cleaning duties to be carried out by the Cleaner.
- 1.8. "Agreement" - these terms and conditions and the Checklist which constitute the full and complete service agreement between the Customer and the Company.
- 1.9. "Website" - [www.maid2ordercleaning.co.uk](http://www.maid2ordercleaning.co.uk).

## 2. Cleaning services

- 2.1. Subject to the terms of this Agreement, the Company agrees to provide the Service to the Customer at its Premises.
- 2.2. The Service will be for such cleaning duties as agreed with the Customer at the time of booking, and detailed in the customer cleaning Checklist, which also forms part of this Agreement.
- 2.3. The Company will provide one or more Cleaners to attend the Premises to provide the Service at a time and the agreed Service Time.
- 2.4. The Company will endeavour to provide the Service faithfully, diligently and in a timely and professional manner.
- 2.5. Every Cleaner that the Company employs is personally interviewed and references are checked by us.
- 2.6. The Company provides cleaning materials and equipment. All cleaning equipment are safe and in full working order.
- 2.7. If any estimate is given on how long it will take a Cleaner to do the job, this is only an estimate based on the average time it takes to clean a home of similar size. It is difficult to estimate precisely how long the job may take and a degree of flexibility may be required.
- 2.8. The Company's acceptance of your booking brings into existence a legally binding contract between us.

## 3. Your satisfaction is guaranteed.

- 3.1. If you are not completely satisfied with any part of your Service we will return to the Premises to re-clean the area/task within 48 hours free of charge. In order for us to carry out a free re-clean, you must contact the Company's office as soon as possible during our normal business hours and no later than one working day from the original Service Time.

## 4. Additions and amendments binding

- 4.1. Any changes to the Service to be provided must be agreed by the Company prior to the Service Time.
- 4.2. If the Customer requires any additional services or variations at the time the Service is being performed, the Customer must first contact the Company by telephone, who may agree to provide the additional services at its absolute discretion. The Cleaner is not authorised to agree to any changes to the Service being provided. The Customer must not request such changes directly from the Cleaner.

## 5. Customer representations and warranties

- 5.1. The Customer represents and warrants that:
  - a. it will provide a safe working environment at the Premises for the Cleaner to perform the Service;
  - b. the Cleaner will have unencumbered and unobstructed access to those areas of the Premises requiring the Service;
  - c. it will provide the Cleaner with access to all services and utilities (including hot and cold water, electricity, and rubbish bins) as required by the Cleaner to provide the Service;
  - d. it will advise the Company prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime at the Premises;
  - e. it is authorised to use the Premises and obtain the provision of Service;
- 5.2. If the Customer requires the Cleaner to clean behind or under any heavy items (e.g. a fridge, bookshelf, or other furniture), it will move those items prior to the commencement of the Service; and it will secure or remove any fragile, delicate, breakable or valuable items, including cash, jewellery, works of art, antiques, or items of sentimental value prior to the commencement of the Service.
- 5.3. Fridges and Freezers must be thoroughly defrosted before cleaning can start. Kitchen cupboards must be emptied before cleaning can start. They will not be covered by the terms if this is not the case. Ovens must be in a condition that will enable thorough cleaning with standard professional chemical products.
- 5.4. The Cleaner will do their best to make sure your electrical appliances, microwave, oven, fridge/freezer, are cleaned to a high standard. However, if they have not been cleaned since they were purchased we won't be held liable for ingrained dirt that cannot be shifted using standard professional chemicals.
- 5.5. The Cleaners are not allowed to hand wash any items of clothing belonging to the Customer. The Company advises that our Cleaners can only use a washing machine for such tasks.

## 6. Health and safety risks

- 6.1. The Cleaner is entitled to undertake a job safety analysis before the commencement of any work to assess the health and safety risk at the Premises.
- 6.2. The Cleaner may, either before or during the provision of the Service not use or cease using any materials or cleaning equipment provided by the Customer if the Cleaner thinks, in their absolute discretion, that the use of such materials or cleaning equipment poses a risk to health and safety.
- 6.3. The Cleaner may, either before or during the provision of the Service not provide or cease the provision of the Service where carrying out the Service presents, in the absolute discretion of the Cleaner, a risk to health and safety.

## 7. No engagement of cleaners

- 7.1. The Customer acknowledges the Company invests significant resources in recruiting, selecting and training its Cleaners. Unless the Company gives prior written permission, the Customer must not, directly or indirectly, engage, employ or contract with any Cleaner to provide domestic or commercial cleaning services to the Customer or any associate of the customer for any period during which services are provided by the Company and for a period within 12 months after the conclusion of any Service. The 12 month period remains in effect even if the Cleaner leaves the employment of the Company during this period.
- 7.2. The Customer acknowledges that the Company may suffer loss and damage, including, without limitation consequential loss, as a result of a breach of this clause by the Customer.

## 8. Job quotations

- 8.1. The actual price payable by the Customer is calculated on the total number of hours worked by the Cleaner.

- 8.2. An onsite inspection will normally be undertaken prior to the provision of a quote. Any price quoted by the Company without an onsite inspection is an estimate only based on the Company experience, and based on information provided by the Customer. Subject to this clause, quotes are valid for a period of 30 days from the date of the quote.
- 8.3. The Company reserves the right to amend the initial quotation, should the Customer's original requirements change. Differences in excess of 10% will be discussed with the Customer prior to the start of the work.
- 8.4. If at the commencement or during the course of providing the Service, it is apparent that the actual cost of the Service will exceed the quote provided by the Company, the Company will provide the Customer with the option to pay an increased fee to complete the Service, or pay the quoted amount without the Service being completed.
- 8.5. The Customer must inform the Company whether any cleaning services required are for an 'end of tenancy' at the time of quotation.
- 8.6. If our Cleaners need to collect keys from a third party's address outside the postal code of the Premises where the work is to be carried out then a £12.00 charge may apply.
- 8.7. Parking charges are applicable if parking arrangements cannot be made.

## 9. Bookings

- 9.1. The Company's Service may be ordered by telephone, e-mail or online and you agree to be bound by these terms and conditions.
- 9.2. At the time of booking the Customer must provide details of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime located at the Premises.
- 9.3. The Company provide all quotations at the time of booking.
- 9.4. The Company reserve the right not to accept a booking for any reason.
- 9.5. You will need to provide the Company with your e-mail address or your mobile phone number and we will notify you by e-mail or text as soon as possible to confirm receipt of your booking and e-mail or text you again to confirm details.
- 9.6. An acceptance of your order will take place when we receive your completed and signed Agreement.
- 9.7. These terms and conditions shall be governed by the relevant United Kingdom law, and by agreeing to be bound by them the customer agrees to submit to the exclusive jurisdiction of the relevant courts of the United Kingdom. The Company reserves the right to make any changes to any part of these terms and conditions without giving any prior notice.
- 9.8. Minimum cleaning times/charges per visit are as follows:
  - a. Domestic Cleaning: A minimum of 3 hours per cleaning visit applies.
  - b. Commercial Cleaning: A minimum of 3 hours per cleaning visit applies.
  - c. One-off Spring Cleaning: A minimum of 5 hours per cleaning visit applies.
  - d. End of Tenancy Cleaning: A minimum of 5 hours per cleaning visit applies.
  - e. Carpet Cleaning: A minimum charge of £50 per cleaning visit applies.

## 10. Payment terms

- 10.1. The Customer agrees to pay the price quoted by the Company within 7 days of the invoice date unless otherwise agreed in writing with the Company.
- 10.2. We accept the following payment methods:
  - a. Credit and debit cards via PayPal, which will incur a 3% service fee;
  - b. Bank transfer;
  - c. Cheque made payable to the Company.
- 10.3. If it is not possible to obtain full payment for our services within 7 days of invoice date then we can cancel the contract and/or suspend any further bookings to you. This does not affect any other rights we may have.
- 10.4. Although greatly appreciated and a powerful way to say 'Thank you', the Customer understands that tipping is not required.

10.5. The keys are returned within five working days after the invoices have been paid in full.

#### **11. Non payment**

- 11.1. Any bank charges incurred due to a Customer's cheque being returned unpaid will be passed to the Customer at a flat rate of £30.00 per cheque.
- 11.2. The Company will collect any outstanding monies owed to it. If as a result it has to use a debt collecting agency or county court to secure payment, you agree to pay any debt collecting agency fees, court fees, legal cost, or interest that will occur due to the result of non payment of your outstanding bill.

#### **12. Late payment fees**

- 12.1. Where the Company has agreed to invoice the Customer for payment of fees after the Service has been completed, the Customer agrees to pay in full, all fees due, within 7 days of the invoice date.
- 12.2. The Customer agrees that if the Company has not received payment in full for the Service within one calendar month of the original invoice date then a late payment fee of 20% applies for the first month. Interest will be charged on the fixed rate of 20% per month on any amount remains outstanding thereafter.
- 12.3. In addition to the amounts set out above, the Customer agrees to indemnify the Company for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by the Company in connection with a demand, action, or other proceeding (including mediation, out of court settlement or any action taken for recovery of debt from the Customer) arising out of a breach of these terms including the failure by the Customer to pay an amount by the due date.

#### **13. Non-appearance**

- 13.1. If a Cleaner fails to attend the Premises within 1 hour of the Service Time and does not provide the requested Service, the Company will provide the Customer with either:
  - a. a full refund of payments made by the Customer; or
  - b. offer to reschedule the Service at another time mutually agreed between the Customer and the Company.

#### **14. Complaints**

- 14.1. If the Customer is dissatisfied for any reason with the Service provided, it must inform the Company in writing by letter or email within 24 hours of completion of the Service.
- 14.2. The Company strives to achieve 100% customer satisfaction and will endeavour to resolve the problem quickly and efficiently.
- 14.3. We will not consider any complaints that are notified after a period of 24 hours.
- 14.4. If you are dissatisfied with the work, a Cleaner must be allowed to return and re-do the job at no extra charge.
- 14.5. The Customer waives his right to stop payment on his cheque or protest a cash payment or credit/debit card charge unless the Company fails to make good on the guarantee shown in part 3.1.
- 14.6. The Company will not be held liable for work not completed, or not completed to a good standard, if other people are present at the Premises when our Cleaners are working and carrying out the job.
- 14.7. Parking charges are applicable if parking arrangements cannot be arranged.

#### **15. Exclusions and limitations**

- 15.1. The Company is not responsible for:
  - a. not completing or providing the Service as a result of a breach of a warranty by the Customer (including a failure by the Customer to provide a safe working environment or unencumbered access to the Premises);
  - b. not completing or providing the Service as a result of the Cleaner not proceeding for health and safety reasons;

- c. any loss or damage incurred by the Customer or any third party as a result of the late arrival of the Cleaner at the Premises. The Company endeavours to arrive at the specified Service Time but sometimes due to transport related and other problems which are beyond the Company's control, the Cleaner may arrive with a delay or the Service Time may be re-scheduled;
- d. any loss or damage incurred by the Customer or any third party as a result of the effects of a force majeure, being any event beyond the reasonable control of the Company;
- e. not completing or providing the Service due to an act or omission of the Customer or any other person at the Premises during provision of the Service;
- f. existing dirt, wear, damage or stains that cannot be completely cleaned or removed using normal cleaning methods;
- g. any wear or discolouring of fabric or surfaces becoming more visible once dirt has been removed;
- h. all fragile and highly breakable items, cash, jewellery, items of sentimental value, art and antiques.
- i. the cost of any key replacement or locksmith fees, unless keys were lost by the Company or the Cleaner.
- j. old stains that cannot be removed using normal cleaning methods.
- k. accidental damage due to faulty equipment.
- l. any accidental damage caused by a Cleaner working for the Company, if there is an outstanding amount owed to the Company (excluding payment due for the cleaning visit when the accident happened).
- m. triggering any alarm systems. Customer should provide special instructions for deactivation/activation of any alarm systems.
- n. any damages worth £50.00 or less.

## 16. Accidents, breakage, damage and theft

- 16.1. While the Cleaner will treat your home with great care accidents can and do happen from time to time. The Company has public and employer's liability insurance. The policy will cover major accidental damage caused by the Cleaner.
- 16.2. The Customer must inform the Company of any incident where an accident, breakage, damage to property or theft has occurred due to any act of the Cleaner within 24 hours of completion of the Service.
- 16.3. Any claims reported later than 24 hours after the clean will not be considered. If a report of damage is made on a Saturday it must be reported by Monday 12:00 pm to be accepted as a valid claim.
- 16.4. No claims shall be entertained if the Customer has an outstanding balance aged more than 30 days.
- 16.5. All fragile and highly breakable items must be secured or removed. Items excluded from liability are: cash, jewellery, items of sentimental value, art and antiques.
- 16.6. We may require entry to the location of the claim within 24 hours to correct or assess the problem.
- 16.7. 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 item's present actual cash value toward a like replacement from a Company's source upon payment of cleaning services rendered.
- 16.8. 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 the Insurance Provider(s). Monetary compensation as well as legal fees may incur.

## 17. Changes

- 17.1. You can change the number of hours, and the interval between cleaning visits, by giving at least 24 hours notice before the next cleaning visit, subject to minimum hours as outlined in section 9.8.

## 18. Cancellation

- 18.1. The Customer must provide the Company with at least 24 hours notice prior to the Service Time, if they wish to suspend, postpone or cancel the Service Time for any reason.

- 18.2. In the event that such notice has been given, the Company will endeavour to reschedule the Service if required.
- 18.3. Domestic cleaning: You agree to pay the full price of the cleaning visit if you cancel or change the date/time less than 24 hours prior to the scheduled appointment. You agree to pay the full price of the cleaning visit in the event of a lock-out caused by our Cleaners being turned away; no one home to let them in; or a problem with Customer's keys. If keys are provided they must open the lock, without any special efforts or skills. You agree to pay the full price of one cleaning visit in the case of a termination of the Service if you have given less than 7 days advanced notice. You have the right to terminate the Service without giving 7 days advanced notice but by giving 24 hours advanced notice before or immediately after the first cleaning visit only.
- 18.4. Commercial cleaning: You agree to pay the full price of the cleaning visit if you cancel or change the date/time less than 48 hours prior to the scheduled appointment. You agree to pay the full price of the cleaning visit in the event of a lock-out caused by our Cleaners being turned away; no one home to let them in; or a problem with Customer's keys. If keys are provided they must open the lock, without any special efforts or skills. You agree to pay the full price of one cleaning visit in the case of a termination of the Service if you have given less than 14 days advanced notice. You have the right to terminate the Service without giving 7 days advanced notice but by giving 48 hours advanced notice before or immediately after the first cleaning visit only.
- 18.5. End of Tenancy Cleaning: You may cancel the scheduled cleaning job at least 48 hours prior to the agreed start time. You agree to pay a £20.00 cancellation fee per Cleaner if you cancel or change the date/time less than 48 hours prior to the Service Time. You agree to pay a £20.00 cancellation fee per Cleaner in the event of a lock-out caused by our Cleaners being turned away; no one home to let them in; or a problem with Customer's keys. If keys are provided they must open the lock, without any special efforts or skills.
- 18.6. One-off Spring Cleaning: You may cancel the scheduled cleaning job at least 48 hours prior to the agreed Service Time. You agree to pay a £20.00 cancellation fee per Cleaner if you cancel or change the date/time less than 48 hours prior to the Service Time. You agree to pay £20.00 cancellation fee per Cleaner in the event of a lock-out caused by our Cleaners being turned away; no one home to let them in; or problem with Customer's keys. If keys are provided they must open the lock, without any special efforts or skills.
- 18.7. We reserve the right to cancel your contract without prior notice and for any reason, including but not limited to if:
- a. we have insufficient staff to fulfil the booking you have ordered;
  - b. we do not cover your area;
  - c. the hours you have requested fall below our minimum requirement;
  - d. one or more of the Services you ordered was listed at an incorrect price due to a typographical error;
  - e. if any misleading or false information was used to obtain discounted services. The Company reserves the right to back charge additional costs for past services to recover the shortfall from the standard rate(s).
- 18.8. If we do cancel your contract we will endeavour to notify you by e-mail within 14 days of your booking.
- 18.9. Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer neither under applicable local law nor other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.
- 18.10. By entering into a contract with the Company, you agree that after the termination of the cleaning service you will not hire or use any domestic services provided by a present or past Cleaner introduced to you by the Company. If you do wish to hire or use domestic services provided by such a Cleaner then you must pay a referral fee of £500.

## 19. Ownership of rights

19.1. All rights, including copyright, of the company's marketing material, documentation and Website are owned by or licensed to the Company. Any use of the marketing material, documentation, or Website content, including copying or storing it or them in whole or part, other than for your own personal, non commercial use, is prohibited without our permission. You may not modify, distribute or repost anything in our marketing material, documentation or Website for any purpose.

**20. Accuracy of content**

20.1. We have taken care in the preparation of the content of our marketing material, documentation and Website, in particular to ensure that any prices quoted are correct at the time of publishing and that all Services have been fairly described.

**21. Availability**

21.1. All Services are subject to acceptance and availability. If the Service you have booked is not available, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the Service is available or to cancel your booking.

**22. Price**

22.1. The one-off price or hourly rate payable for the Service that you book is set out at the time of booking.  
22.2. The Company, reserves the right to re-evaluate rates at any time, and will give the Customer at least 14 days notice in writing of any such changes.

**23. Privacy policy**

23.1. The Customer acknowledges that any information provided by the Customer may be used by the Company for the purpose of providing the Service. The Company agrees not to share any information provided by the Customer with any third party not directly involved in the provision of the Service (unless required to do so by law).

**24. Law, jurisdiction and language**

24.1. The Website, any content contained therein and any contract brought into being as a result of usage of the Website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

**25. Changes to this agreement**

25.1. The Company reserve the right to update or modify these terms and conditions at any time without prior notice, and may do so by publishing updated terms and conditions on its Website. Each updated terms and conditions will take effect 24 hours after it has been published on the Website.

If you have any queries about these terms and conditions, or if you have any comments or complaints on or about our Website, you can contact us at [info@maid2ordercleaning.co.uk](mailto:info@maid2ordercleaning.co.uk).

**Declaration**

I have read, understood, and accept these terms & conditions.

Name:

Company name:

Position in Company:

Contract start date:

Address:

Contact end date:

Service schedule: \_\_\_\_\_ hours per day/week /month

\_\_\_\_\_ at \_\_\_\_\_ per hour.

Signature:

Date: