



CHANGEOVER SERVICES AGREEMENT 2023

THIS CHANGEOVER SERVICES AGREEMENT (the "Agreement") IS IN EFFECT AS OF MONDAY 18TH SEPTEMBER 2023.

BETWEEN:

CLIENT

Name and address
(the "Client")

AND:

CONTRACTOR

Cornish Changeovers Ltd, Grambler Farm, Sandy Lane, Redruth, TR16 5SR
(the "Contractor")

1) BACKGROUND

- a) The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide cleaning services to the Client.
- b) The Contractor agrees to provide such cleaning services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

2) SERVICES PROVIDED

- a) The Client hereby agrees to engage the Contractor to provide the Client with the following cleaning services (the "Services"):
 - A complete Changeover Service including cleaning,
 - An "Eco Holiday Starter Pack" alongside washing up liquid and two toilet rolls per toilet,
 - Linen hire as follows:
 - One flat or fitted sheet per bed
 - One duvet cover per bed
 - Two pillowcases per guest
 - One hand Towel per Guest

- One bath towel per guest
- One bath mat per bathroom
- Two tea towels per kitchen

Note - Owners are to be advised to provide mattress and pillow protectors. These will be laundered by us as required, although we cannot guarantee the exact same protector returns to your property. We do carry a stock of them so inform us if you would like us to add them on your behalf and add them to your invoice.

Note – Linen is not to be laundered by anyone other than ourselves.

- b)** The venue for the delivery of the Services is:
Property address
- c)** The time for delivery of the Services is:
Changeover Dates and times are to be supplied by the client/letting agent in advance.
- d)** The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client at an extra charge of £30 an hour.
- e)** Deep Clean Charge – Deep cleans will be performed once a year at the beginning of the season and for any stay over two weeks that hasn't had mid-stay cleans. These are charged at 1.5 x your changeover cost.
- f)** If your property is empty for two weeks or more, we will freshen the property before guests arrive and place fresh milk. This is charged at 30% of your changeover cost.
- g)** If your property has been empty for less than two weeks, a "property check and fresh milk" will be charged for before your guests arrive at the cost of **£30**.
- h)** For any stay two weeks or above, we will offer a weekly "mid-stay clean". This is charged at 75% of your changeover cost. If you choose not to have a mid-stay clean, we will at the very minimum, hand a bag of fresh linen and towels to your guests and collect the dirty linen. In this case, the cost of the linen plus the delivery charge will apply.
- i)** For extended stays (two weeks or more), there are three choices:
 1. We perform a "clean only" before the guests go in and you/they are to provide their own linen and towels.
 2. We can provide linen and towels and perform a "mid-stay clean" once a week to change all linen and towels and clean the property.
 3. We can hand fresh linen and towels to your guests once a week and collect the dirty.

We no longer allow guests to have the use of the same linen and towels for extended periods as it has led to people either laundering themselves, or it requires extra work to try and remove the soiling from the linen.

3) TERM OF AGREEMENT

- a) The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
- b) In the event that either Party wishes to terminate this Agreement, that Party will be required to provide one changeovers' written notice to the other Party.

4) PERFORMANCE

- a) The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

5) CURRENCY

- a) Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

6) PAYMENT

- a) The Contractor will charge the Client a flat fee of £?? + VAT per changeover for the Services of the property. There will be an addition of ?? to the above if the ?? is requested.
(the "Payment").
- b) The Client will be invoiced monthly/weekly in arrears.
- c) Invoices submitted by the Contractor to the Client are due within seven days of receipt. Failure to meet this deadline could result in our services being withdrawn until payment is received.
- d) In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of the Contractor.
- e) The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.
- f) The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National Insurance, income tax and any other form of taxation or social security costs.

7) REIMBURSEMENT OF EXPENSES

- a) The Contractor will be reimbursed from time to time for the following expenses reasonably incurred by the Contractor in connection with providing the Services:
 - Extra Services @ £30 an hour.

8) TRADE SECRETS

- a) Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage

where the release of that Trade Secret could be reasonably expected to cause harm to the Client.

- b) The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

9) RETURN OF PROPERTY

- a) Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

10) CAPACITY/INDEPENDENT CONTRACTOR

- a) In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

11) AUTONOMY

- a) Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to the provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

12) EQUIPMENT

- a) Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all equipment, accessories, chemicals, solvents, cleaning fluids, workwear and any other supplies necessary to deliver the Services in accordance with the Agreement.

13) NO EXCLUSIVITY

- a) The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

14) NOTICE

- a) All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

Cornish Changeovers Ltd
Grambler Farm, Sandy Lane, Redruth, TR16 5SR

or to such other address as either Party may from time to time notify the other.

15) INDEMNIFICATION

- a) Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

16) ADDITIONAL CLAUSE

- a) Special agreement to include the following:
 - Check-out/in times have been agreed at ??am - ??pm

17) MODIFICATION OF AGREEMENT

- a) Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party or an authorised representative of each Party.

18) TIME OF THE ESSENCE

- a) Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

19) ASSIGNMENT

- a) The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

20) ENTIRE AGREEMENT

- a) It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

21) ENUREMENT

- a) This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

22) TITLES/HEADINGS

- a) Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

23) GENDER

- a) Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

24) GOVERNING LAW

- a) This Agreement will be governed by and construed in accordance with English Law.

25) SEVERABILITY

- a) In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

26) WAIVER

- a) The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal.

Property Owner

Cornish Changeovers Ltd