CONTRACT &

TERMS & CONDITIONS

# Hectic Housekeepers

By accepting a quote and making a booking over the phone, e-mail, WhatsApp or text, the client agrees to be bound to the following terms & conditions of Hectic Housekeepers cleaning services.

**Below you can read about the terms and conditions that apply when you book our professional cleaning services in East Sussex.**

* DOMESTIC CLEANING, ONE-OFF CLEANING, AND DEEP CLEANING

**DEFINITIONS**

 In these Terms of Business, the following definitions apply:

**“The Business”, “Us”, “We”** – means Hectic Housekeepers.

**“Cleaner”** – means the person providing cleaning services on behalf of the business.

**“Client”** – means the person or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 to whom the cleaning services are provided by the business.

**“Services”** – means the cleaning services carried out on behalf of the business.

**“Cleaning Visit”** – means the visit to the Client’s address by the Cleaner in order to carry out the Service.

The Headings contained in these Terms are for convenience only and do not affect their interpretations.

## CONTRACT

2.1 These Terms and Conditions represent a contract between Hectic Housekeepers and the Client.

2.2 The Client agrees that any use of the business services, including placing an order for cleaning services by telephone, WhatsApp, text, live chat or email shall constitute the Client’s acceptance of these Terms and Conditions.

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

**COST**

3.1. Clients, who have (or have not) signed a service contract with the Company, are charged per hour for a Regular Domestic Clean. There is a minimum booking of 2 hours per cleaning visit for all general cleans and 4 hours for deep cleans.

**EQUIPMENT**

4.1. Cleaning materials and equipment will be provided by Hectic Housekeepers but the following must be provided by the client (hoover), Hectic Housekeepers can supply a hoover, if requested by the client. All equipment must be safe to operate, in full working condition, and must not require any special skills to be used for the purpose of cleaning, clean hoover bags must be supplied when using the clients own hoover. We cannot use client’s cleaning products as we are not insured to use these.

4.2. If the Client has equipment that is complicated to operate, the Client must provide clear and detailed instructions to the Cleaner.

4.3. A detailed list of cleaning requirements (cleaning tasks) must be provided by the Client to the cleaning operatives prior to service commencing. If only a verbal description of the tasks has been provided, the Business will not be responsible for any tasks not carried out.

### **PAYMENT**

5.1 Payment is due by the client on the 27th of each month unless otherwise discussed . Clients will be invoiced their monthly amount on their first clean of the month, if any changes are required this will be made to your invoice and resent. The client can pay their invoice throughout the month or in advance ensuring the invoice is fully paid by the 27th of the month. Payment is to be paid in the form of a bank transfer or standing order. Reminder Invoices will be sent on the 26th of each month to remind clients.Clients will also receive a text message the day before and on the day their invoices are due. New clients will be invoiced on the day of their clean and payment will be requested for the same day , this will continue for 4 cleans, once clients have done this they will then move over to monthly payments.

5.2. Hectic Housekeepers reserves the right to charge on invoiced amounts that remain unpaid after midnight on the invoice due date 27th of each month. Each day from the 28th will then be charged at £5.00 per day and added to the client's invoice. If the invoice remains unpaid after 7 days all cleaning appointments going forward will be cancelled and the invoice will be passed to a 3rd party to recover any monies owed.

5.3. If the Business is forced to refer the Client's account to small claims court or for collection to a third party, then all extra fees will be added to the client's outstanding invoiced amount by the Business including the debt collecting company, and or the Court fees.

5.4. The Business reserves the right to cancel any contract and back charge for additional payments for past service to reflect the balance of the standard rate if any misleading or false information was used to obtain a discounted service, or if the given general requirements for the service and its professional performance would not be possible.

### **REFUNDS**

6.1. No refund claims will be entertained once the cleaning services have been carried out.

6.2. Refunds will be issued only if the Client has cancelled a cleaning service more than 48 hours prior to the start of the cleaning session and a payment has been already taken by the Business.

6.3. Refunds will be issued in the case that a cleaning operative doesn't attend a cleaning appointment, for which payment has already been collected by the Business or the client would like to rearrange the cleaning appointment to another day.

**HOLIDAYS & CANCELLATION**

7. The Client agrees to pay the full price of the cleaning service:

7.1 A) The client understands that if they wish to put their regular cleans on hold and keep their cleaning day and time they are to pay 50% of the full price of their normal regular cleans until their cleaning service resumes. This includes putting your cleaning appointment on hold during building works that are going on inside the client's property.

7.1 B) The client understands that if they are going on holiday and they do not want their regular clean, a 25% payment of their clean is required to hold their cleaning day and time.

7.2 A) The Client cancels less than 72 hours prior to their scheduled appointment full payment of their clean is required. Including any requests in reduction of hours , 72 hours or less including on the day the operative is booked to clean, full charge will be applied to the client's invoice.

7.2B) The client understands the following if they wish to cancel their cleans -

* monthly clean to give the business one months notice,
* Fortnightly cleans to give the business two weeks notice
* Weekly cleans to give the business one week's notice.

To make a permanent cancellation, please do this in writing by email to hectichousekeepers@gmail.com

7.2 C) The Client fails to provide access to the service premises thus preventing the

Business to carry out the booked cleaning visit. This includes keys not working in door locks, key safes not opening or clients not answering the door. The cleaning operative will wait 10 minutes before leaving the clients property after calling and texting the client, full payment is required.

7.2 D) There is a problem with the Client’s keys and the cleaning operatives can’t let themselves in and the client is unable to let the cleaner in. Full payment for the cleaning service is required. If keys are provided, they must open all locks without any special skills.

7.2 E). If the Client needs to change the cleaning service or time, the Business will do its best to accommodate the Client. A minimum of 72 hours' notice is required. Please note that the Business cannot guarantee that the same cleaner/s will be available on a new day and at the time the Client requires. Any changes in the cleaning schedule are subject to availability.

7.3. Hectic Housekeepers are open Monday to Fridays and only on Saturdays with a pre-booked appointment, NOT including Bank Holidays. If the Client’s cleaning service is due on a Bank Holiday, the Business will arrange with the Client a clean for the day before or after the Bank holiday.

7.4. If a client needs to cancel a clean due to a positive Covid 19 LFT test or PCR test and the cancellation is less than 48 hours, the client understands that they are still required to pay for the service they have booked. The business will try to rearrange your clean for you if this is possible.

### **CLAIMS**

8.1. While the business operatives make every effort not to break items, accidents do happen. Identical replacements are always attempted but not guaranteed. For this reason, the Business requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or not cleaned by the cleaners. The client understands that they are to tell the cleaning operative attending their house if there are any of these items so that they know not to touch them. If the client asks for an area to be cleaned with breakable items present, the client is to remove these prior to the area being cleaned.

8.2. In case of damage, If an item has not been put away or moved prior to the cleaning operative attending ,and it is known that the items are of monetary or sentimental value, the Business WILL NOT repair or replace the item.

8.3.The Business will repair or replace an item, after it has been investigated and has all the information regarding the breakage. If the item was not put away prior to the cleaner attending as stated in section 9.1 the business will not repair or replace the item. If the item cannot be repaired the Business will rectify the problem by crediting the client with the item’s present actual cash value toward a replacement from a Business source upon payment of cleaning service rendered. A receipt will need to be provided by the client for the broken item or valued by a person who is trained to make a correct evaluation. The evaluation will need to be documented in writing on letter-headed paper by the professional company for it to be considered by the Business.

8.4. The Business will not be responsible for damage due to faulty and/or improper installation of any items also old/worn out/damaged items. All surfaces (i.emarble, granite, wood floorings, etc.) are assumed sealed and ready to clean without causing harm. Clients are to tell the cleaner what stone they have in their home, so that they are able to use the correct cleaner.

8.5. Key replacement fee is paid only if keys are lost by our operatives. There is a £15 per location liability limit.

**COMPLAINTS**

9.1. All complaints must be received in writing by email only and include photographic evidence of the area and description of the issue by 8 pm on the day of the cleaning services completion, to ensure that the details are received in a clear and complete manner. Due to the nature of the service. hectichousekeepers@gmail.com

9.2. If the Client is displeased with a currently occurring cleaning service, the Business asks that the Customer notifies us as soon as the Client notices anything that might be to the Client’s dislike by calling 07877 025505 or emailing hectichousekeepers@gmail.com Please don’t wait until the service is ending if you are home, please call the number above or speak to the owner of the Business if she is cleaning for you that day.

9.3 Further to Consumer Rights Act 2015, the service should be performed with reasonable care and skills, however, if it is in conformity with our requirements for a professional performance of the service or the requested cleaning service is inappropriate for the situation, the Business will not be liable for any future issues.

### LIABILITY

10.1. The Business will not be liable under any circumstances for any loss, expenses, damages, delays, 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 a late arrival of Business operatives at the service address. The Business endeavours to be on time on any visit but sometimes due to transport-related and other problems which are beyond the Business’s control, the Business operatives may arrive with a delay or the cleaning visit may be rescheduled.

10.2. The Business will not be liable under any circumstances for any loss, expenses, damages, delays, 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:

* Cleaning service not complete due to lack of electricity or hot water or equipment not in full working condition; If there is no power supply when the cleaner arrives, the client will still be liable for the full cost of their booked clean.
* Third-party entering or present at the Client’s premises during the cleaning process;
* Any existing damage to the Client’s property in the form of old stains, burns, broken equipment, scratched flooring, etc. Will be reported straight to the client and photographed. Hectic Housekeepers will not attempt to remove stains from carpets, flooring, or furniture.
* Any damages caused by faulty/not in full working condition equipment or materials supplied by the Client;
* Any damages worth £100.00 or less.

10.3. The Business will not be liable under any circumstances for any loss, expenses, damages, delays, 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 Business providing services for the Client, if the Client has an outstanding amount aged 14 days or more from the date the payment was due.

### **SUPPLEMENTARY TERMS**

11.1. If the Client requests keys to be collected by the Business operatives from a third party’s address outside the postal code of the serviced address, then a £10.00 charge will apply. The charge will cover the pick up of keys only . If said keys need to be brought back to the third party’s address or any other address another charge of £5.00 will apply.

11.2. The Business reserves the right to reevaluate rates at any time should the Client’s initial list of tasks change.

11.3. Hectic Housekeepers reserves the right to amend the initial quotation, should the Client’s original requirements change. Differences in excess of 10% will be discussed with the Client prior to the start of the work.

11.4. If any estimates of how long it will take the cleaning services to complete the job are being provided, those are only estimates based on the average time it takes to clean a house/flat or an office of similar size to the Client’s, it being difficult to calculate precisely how long such tasks may take and that a degree of flexibility may be required. Please note that one-off cleaning may take longer to complete due to longer intervals between cleaning sessions, number, and type of cleaning tasks required when compared to the regular maintenance cleaning of the same property.

11.5. The Client understands that the price they have been quoted is not for a “package deal” and doesn’t include anything apart from cleaning labour and the products provided by Hectic Housekeepers.

11.6. The Business will arrange a new day and time should a cleaner not be able to attend a scheduled visit, and will inform the Client prior to the visit. The time may vary due to the last-minute needed rearrangements.

11.7. Post Construction Cleaning (After Builders Cleaning), Event Cleaning, or badly neglected homes may take up to three times longer than a well-maintained home requiring general cleaning.

Therefore, the Business advises the Client to ask for our specialist cleaning service: After Builders Cleaning or Deep cleaning service.

11.8. The cleaners are not allowed to hand wash any items of clothing belonging to the Customer. The Business does allow the Business owner ONLY to do laundry or ironing for Clients. This is charged £16 per large bag.

11.9. All fragile and highly breakable items must be secured or removed by the Client prior to the cleaning arriving for their scheduled visit.

12. The cleaners are not allowed to use or work with bleach or bleach-containing products. The Company advises the Client to avoid supplying such products to the cleaners as they are not insured to use any products outside of their kit. The cleaners are supplied with cleaning products and materials which are high-quality cleaning products. The Business will not be liable under any circumstances for any damages to the Client’s property caused by bleach-containing products or any other cleaning products that are supplied by the client.

12.1 If any special inquiries for the cleaning service occur, the Client should advise prior to the start of the service. Any allergies or intolerances of the detergents or their content should be noted in advance.

12.2. Hectic Housekeepers reserves the right to make any changes to any part of these Terms and

Conditions without giving any prior notice. The Business may add to or alter these Terms and Conditions from time to time and any alterations or additions will apply to new and existing clients.

12.3. We have a no-touch policy regarding any money or loose change left around. Cleaners will clean around this and will not move it to clean under it.

**12.4. Hectic housekeepers are a family business, so family commitments will always come first over the business. If for any reason we have to leave early due to a family commitment, the client will be advised before or during the call. If in case of an emergency the client will only be invoiced for the time the cleaner was in their home.**

### **LAW**

13.1. 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.

13.2. These Terms and Conditions are in line with the regulation of the Consumer Rights Act 2015 and are not an imbalance in the parties' rights or obligations under the contract.

13.3. The Terms are transparent for the purposes and expressed in plain and intelligible language and are legible. They can also be provided in other languages on request or audio version.

13.4. The Terms are prominent for the purposes of the section and brought in such a way that a consumer would be aware of them.

13.5. Each client's data is held for up to 6 years after they stop their services with Hectic Housekeepers. This will be kept under The Data Protection Act 2018 GDPR guidelines and policies.

**Photo Consent**

Hectic Housekeepers require photos to build their social media and stock photos for their business portfolio. All photos will be discrete and will not contain any information that gives the client's address or home location away. If you would like to opt-out of photo consent please inform the business owner when you see them.