



Cleaning Services Agreement

1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

Term	Definition
Business Day	means any day other than a Saturday, Sunday or bank holiday
Calendar Day	means any day of the year
Cleaning Materials	means detergents, solutions, towels, cloths, gloves, and other cleaning equipment including (without limitation) mops, buckets and vacuum cleaners.
Contract	means the contract for the provision of Services, as explained in Clause 4
Customer	means any person who engages our services
Day	A full 24hour period
Week	A full 7 days
Deposit	means any payment made to us in advance of the commencement of your service/s
Month	means a calendar month
Price	means the price payable for the service/s
Provider	means Natalies Clean Team Ltd
Services	means the service/s to be provided by us to you as agreed between the Provider and the Customer
We/Us/Our	means Natalies Clean Team Ltd, whose registered address and main trading address is 59 Davenport Drive, Woodley, Stockport, SK61PX

2. Information About Us

Natalie's Clean Team Ltd
 59 Davenport Drive
 Woodley
 SK61PX
 Tel: 07368 184 660
 Email: info@nataliescleanteam.co.uk

3. Summary of Key Information (This will be completed and sent to you after your initial 3 clean cool off period)

Date of Agreement	
Customer/s	
Service Address	
Frequency	
Fixed Price	

4. The Contract

- a) These Terms and Conditions govern the sale and provision of services by us and will form the basis of the contract between us and you. Before engaging our services, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.
- b) These terms and conditions form a contract and supersede any previous versions, terms of service, terms and conditions, agreements, or contracts.
- c) If you allow our services to commence, you are agreeing to the terms and conditions set out in this agreement.
- d) If you wish to change the day or time which the services are provided, we will do our best to accommodate your request, but we are not able to guarantee this, or that the same person will be available at the alternative agreed time.
- e) We may cancel your service booking at any time before we begin providing the services, due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of our reasonable control. If such cancellation is necessary, we will inform you as soon as is reasonably possible. If you have made any payments to us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible following our notification of the cancellation. Cancellations will be confirmed in writing.

5. Price and Payment

- a) The price of the services will be that shown above in the Summary of Key Information at the time of your engaging our services.
- b) The fixed price is for the services set out in your booking and, after your initial 3 clean cool off period, your superseding Client Job Sheet
- c) We reserve the right to amend your fixed price where you amend the service/s set out in your booking and, after your initial 3 clean cool off period, your superseding Client Job Sheet.
- d) Your price will remain fixed until your agreement ends or our next annual price review (whichever is sooner), except where:
 - a. The average time taken to complete your first three cleans causes the price to fall below a level that is financially viable for us.
 - b. you have made changes as set out in clause 5c
 - c. we are legally required to charge VAT as set out in clause 5e
- e) All prices exclude VAT, including any quotations given. Changes in VAT will not affect any prices where we have already received payment in full, from you.
- f) Payment should be made by bank transfer within 24hours of your service completing or by card using the link on your invoice.
- g) In certain circumstances, if your service is cancelled, your deposit will be refunded less any reasonable costs incurred by us to set up your service/s and/or any recruitment costs where recruitment was specific to your service/s. Please refer to sub- clauses 4.e if your order is cancelled before the services begin, or to Clause 12 if the services are cancelled after they have begun.
- h) If you do not make payment to us by the due date as shown in/on the invoice, we may charge you additional fees as set out in our fees table below:

Description	Fee	Charge Trigger
Late payment	Daily statutory interest at 8% + Bank of England base rate	Day 1 following invoice date or failed cheque payment
Payment rejection	£10.00	Immediately following notification of failed payment
Debt collection activity (messages, emails, and calls)	£5.00	Immediately a debt collection activity is completed

Debt collection activity (letters)	£10.00	Immediately a debt collection activity is completed
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- i) Interest will accrue daily from the due date for payment, as set out on your invoice, until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- j) If we incur any bank charges because of your payment being rejected or an amount being unpaid, or in the event we engage a third party to recover any paid fees from you, we reserve the right to recover this from you.
- k) The provisions of sub-clauses 6.j and 6.k will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.
- l) Your price will be reviewed in February each year and any changes will take effect as of 1st April that year. Price increases will be in line with the CPIH rate of inflation as of December of the previous year plus 3.9%.

6. Providing the Services

- a) As required by law, we will provide the services with reasonable skill and care, consistent with best practices and standards in the cleaning services industry, and in accordance with any information provided by us about the services and about us.
- b) We will begin providing the services on the date agreed
- c) We will continue providing the services until either party gives the required notice to terminate the contract and provision of services.
- d) We will make every reasonable effort to complete the services on time (and in accordance with your job sheet). We cannot, however, be held responsible for any delays if an event outside of our control occurs. Please see Clause 11 for events outside of our control.
- e) If we require any information or action from you to provide the services, we will inform you of this as soon as is reasonably possible.
- f) If the information or action required of you under sub-clause 6.e is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result. If additional work is required from us to correct or compensate for a mistake made because of incomplete or otherwise incorrect information or action on your part, we may charge you for any costs incurred and an hourly rate of £25.00 for any work we are required to complete.
- g) In certain circumstances, for example where there is a delay in you sending us information or acting required under Clause 6.e, we may suspend the services (and will inform you of that suspension in writing).
- h) In certain circumstances, for example where we encounter a technical problem, we may need to suspend the services to resolve the issue. Unless the issue is an emergency and requires immediate attention, we will inform you in advance in writing before suspending the services.
- i) There is an arrival window of 30 minutes either side of your agreed appointment time to allow for issues such as traffic or unexpected events with an assignment before you.
- j) If you do not pay us for the services as required by clause 5, we may suspend the services until you have paid all outstanding sums due. If this happens, we will inform you in writing. This does not affect our right to charge you interest under sub-Clause 5.l.

7. Customer obligations

- a) You must ensure that the property where the services are to be provided, has both hot and cold running water, electricity and adequate lighting.
- b) You must (as far as is reasonably possible) ensure that any irreplaceable items are stored away and not presented for cleaning by us.
- c) Unless you notify us to the contrary, we will assume that all working surfaces such as marble, granite and limestone are fully sealed and able to be cleaned with the use of our cleaning products. Details of these products will be made available to you on request.
- d) You are responsible for ensuring the environment is safe for us to work in, does not pose a risk to health or safety and is fully operable. In the event it is deemed unsafe, for any reason, our staff are instructed to withdraw from the property and to report the problem. If this occurs, you will be charged 100% of the cost of the services that were to be provided.

- e) You must not smoke, vape or use recreational illegal substances whilst we are in the property. Our staff are instructed to leave your property in the event of your smoking, vaping or using recreational illegal drugs during your service/s. If this occurs, you will be charged 100% of the cost of the services that were to be provided.
- f) You are responsible for ensuring you provide us with all relevant instructions for deactivating/activating any alarm systems, where we are required to enter or where our presence at your property may trigger an alarm. We will not be held responsible for triggering any alarm systems where you have not provided clear instructions.
- g) Where you have asked us to hold keys, you are responsible for providing us with new keys or alarm codes if they are changed.
- h) We will not be responsible for cleaning out pets' litter trays, beds, bedding and any other form of pet cage or pet house and you must not present these for cleaning by us.
- i) We will not be responsible for cleaning tv/pc screens/monitors, and you must not present them to us for cleaning. Our staff are instructed to refuse this if asked.
- j) We will not handle, clean, or remove any biological waste that is over and above what would normally be expected in a home. This includes excessive blood, urine and faeces, both human and animal. If you require this specialist service at any point during your cleaning service/s we can refer you to one of our approved specialist cleaners who are trained in biohazard/trauma cleaning.
- k) Sanitary towels, pads or other similar items should be wrapped up/placed in a waste bag when depositing them in a bin that we are expected to empty. Our staff are instructed to miss the emptying of the bin if these products are not wrapped up.
- l) Where you have pets that are trained to use indoor litter trays, you must ensure that any overspill of litter is removed before we clean. If you are unable to do so, we will clean around the area or, where you have specifically asked us to add this task to your service, an additional charge of £20.00 will apply to cover the costs of decontamination of our equipment.
- m) If anyone in the household has a disease transmittable by blood or any other bodily fluid, you must notify us immediately. All information of this nature will be treated extremely sensitively and confidentially and will only be used for the purposes of risk assessment and hazard mitigation.
- n) Except where you have specifically added it to your job sheet, we will not tidy rooms before cleaning. All rooms should be reasonably tidy, as much as is possible, to allow us access to clean effectively. Where you have not done so we will clean to the best of our ability.
- o) If you require us to clean your coal, log, open fire or log burner you will be responsible for providing a metal bucket and suitable dustpan and brush for collection of the ashes. We will not be responsible for disposing of the ashes and so they will be left in a suitable place at the end of the service for you to dispose of.
- p) If you require ad-hoc, specialist or other services that are not listed in your approved job sheet you will discuss this with us at least 1 week prior to your visit to ensure we have allocated sufficient time and equipment to carry out your request and advise you of any additional costs.
- q) If you have surveillance equipment, whether active or dormant, you must inform us prior to the service/s commencing or immediately after installation.

8. Problems with the Service and Your Legal Rights

- a) We always use reasonable efforts to ensure that our provision of the services is trouble-free. If, however, there is a problem with the services you must inform us within 48 hours of your service completion.
- b) We will use reasonable efforts to remedy problems with the services as quickly as is reasonably possible and practical.
- c) We will not charge you for remedying problems under this Clause 8 where the problems have been caused by us, any of our agents or employees or sub-contractors or where nobody is at fault. If we determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, clause 7 will apply, and we may charge you for remedial work.
- d) As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.

- e) If we do not perform the services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the services are not performed in line with information that we have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if our breach concerns information about us that does not relate to the performance of the services), you have the right to a reduction in price.
- f) If for any reason we are required to repeat the services in accordance with your legal rights, we will not charge you for the same and we will bear all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full price and, where you have already made payment(s) to us, may result in a full or partial refund. Any such refunds will be issued without undue delay and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the services, you also have remedies if we use materials that are faulty or incorrectly described.

9. Our Liability

- a) We will be responsible for any foreseeable loss or damage that you may suffer because of our breach of these Terms and Conditions or because of our negligence (including that of our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- b) We provide services for domestic and commercial properties.
- c) We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- d) If we are providing services in your property and we cause any damage, you must notify us of such damage within 48 hours of us carrying out the service, or where the service is provided during a weekend you must notify us by 10.00am on the following Monday. We will make good that damage at no additional cost to you. You must provide photographic and other such reasonable evidence to support your claim, as without this we are unable to make a claim under our insurance policy. In the event you are unable to provide evidence, then you will not be able to pursue a claim for damages. We are not responsible for any pre-existing faults or damage in or to your property that we may discover while providing the services.
- e) We are not responsible for any items that become damaged because of wear and tear.
- f) We agree to always provide absolute security for keys to your property. In the unlikely event of keys being misplaced/lost by us, we will make appropriate arrangements for replacement keys to be made at our expense.
- g) Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors), or for fraud or fraudulent misrepresentation.
- h) Nothing in these Terms and Conditions seeks to exclude or limit our liability for failing to perform the services with reasonable care and skill or in accordance with information provided by us about the services or about us.
- i) We have in place a £1million public liability insurance policy underwritten by a leading insurer.
- j) A copy of Our insurance liability documentation is available upon request, and you can request this via email from: customerservices@simplycleanspaces.com

10. Consultations and Estimates

- a) Before any service/s begins we may either meet you at the property or conduct a video call to discuss your requirements and assess the property.
- b) Where this is the case, we will provide you with a fixed price estimate after your initial consultation.
- c) Where we feel a consultation is required, we will not begin any service/s until this consultation has taken place.
- d) If you have booked online and not provided us with accurate information, we will complete the clean as set out in the booking in the time allocated. This will be in the following order:
 - a. Bathrooms
 - b. Kitchens

- c. WC's
 - d. Bedrooms
 - e. Reception Rooms
 - f. All other rooms
- e) Your fixed price estimate will be as accurate as possible but may not always be exact. This is due to each home, the way it is lived in, and the level of cleaning required being unique. We will perform several services to ensure that the price quoted is accurate and any change to that price will be discussed with you as necessary.

11. Events Outside of Our Control (Force Majeure)

- a) We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any disruption that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.
- b) If any event described under this Clause 11 occurs that is likely to adversely affect our performance of any of our obligations under these Terms and Conditions:
- i. We will inform you as soon as is reasonably possible.
 - ii. Our obligations under these Terms and Conditions will be suspended and any time limits that we are bound by will be extended accordingly.
 - iii. We will inform you when the event outside of our control is over and provide details of any new dates, times, or availability of services as necessary.
 - iv. If an event outside of our control occurs and you wish to cancel the contract, you may do so in accordance with your right to cancel under clause 12. Any refunds due to you because of that cancellation will be paid to you as soon as is reasonably possible following our acceptance of your cancellation notice.
 - v. If the event outside of our control continues for more than 4 Weeks, we reserve the right to cancel the contract and inform you of the cancellation. Any refunds due to you because of that cancellation will be paid to you as soon as is reasonably possible.

12. Cancellation and Non-Delivery of Services

- a) If you wish to cancel a single service, you must provide us with notice. Short notice charges will apply:

Cancellation Notice Period	Charge
7 days or more	No charge
4-6 days	50% of fixed price
Less than 4 days	100% of fixed price

- b) If you wish to cancel 2 or more services in a calendar month, you must give us 1 months' notice.
- c) If you wish to cancel your agreement, you must give us one month's written notice.
- d) You are free to cancel before we commence services. Our charges for late cancellations set out in clause 12a will apply.
- e) If you have made any payment to us for any services we have not yet provided, where notice is received 7 days or more in advance, these sums will be refunded to you, less a £25 admin fee, as soon as is reasonably possible
- f) If we have provided services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, we will invoice you for those sums and you will be required to make payment in accordance with Clause 5.
- g) If any of the following occur, you may cancel the services and the contract immediately by giving us written notice:
- i. We have breached the contract in any material way and have failed to remedy that breach within 14 days of you asking us to do so in writing: or
 - ii. We enter liquidation or have an administrator or receiver appointed over our assets; or

- iii. We are unable to provide the services due to an event outside of our control (as under sub-Clause 11.b.v); or
 - iv. We change these Terms and Conditions to your material disadvantage.
- h) If you cancel because of our breach under sub- Clause 12.g.i, you will not be required to make any payments to us and you will not be required to give notice in these circumstances.
- i) Once we have begun providing the services, we may cancel the services and the contract at any time by giving you 14 days' written notice. If you have made any payment to us for any services we have not yet provided, these sums will be refunded to you as soon as is reasonably possible following our cancellation notice. If we have provided services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, we will invoice you for those sums and you will be required to make payment in accordance with Clause 5.
- j) If any of the following occur, we may cancel the services and the contract immediately by giving you written notice. If you have made any payment to us for any services we have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of our cancellation notice. If We have provided services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, we will invoice you for those sums and you will be required to make payment in accordance with Clause 5. We will not be required to give 14 days' notice in these circumstances:
 - i. You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.o); or
 - ii. You have breached the contract in any material way and have failed to remedy that breach within 14 days of us asking you to do so in writing; or
 - iii. We are unable to provide the services due to an event outside of our control (for a period longer than that in sub-Clause 11.b.v).
- k) We reserve the right to suspend the cleaning services in the following circumstances:
 - i. You fail to pay any invoice within the specified period; or
 - ii. You fail to return all required paperwork and documentation to us prior to the first cleaning visit.
 - iii. You are having building works, either inside or outside of your property, that would pose too greater risk to our staff. The assessment of the risk is at our discretion. If you fail to advise us of these works in advance and we are unable to complete your service, charges set out in clause 12.a apply
- l) For the purposes of this Clause 12 a breach of the contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 12.f.i). In deciding whether a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- m) If we are unable to gain access to your property to fulfil the service provision, where you have failed to make reasonable access arrangements, you will be charged the full price for the services booked.
- n) If we are unable to complete your usual service/s due to you requesting us to shorten our visit, are unable to access the usual areas of your home or any other reason whereby you have asked us to curtail our visit you will be charged 100% of the price.
- o) If a person engaged by us, who is usually in attendance at your property, is unable to provide the services for any reason (including, but not limited to, illness), we will endeavour to provide a substitute to carry out the services. However, if you do not wish a substitute to be provided, we will agree an alternative date and time for the usual person to attend your property. If you do not wish for a substitute to be provided and you decline our alternative date/time our cancellation policy under clause 12a. will apply.
- p) Where services are booked over the telephone or online and the booking constitutes a distance contract pursuant to the Consumer Protection (Distance Selling) Regulations 2000, You will have the right to cancel the services within 14 days of the formation of the contract but may not cancel the services where provision of the service has commenced.
- q) Your contract will run indefinitely unless you give notice to cancel in line with 12c
- r) Notice to cancel is deemed as received within our published hours of business only. Notice received outside of these hours will be carried forward to the next business day.

13. Communication and Contact Details

- a) If you wish to contact us during office hours Monday to Friday 9am to 5pm inclusive, you may do so using the contact details in clause 2
- b) In certain circumstances you must contact us in writing. When contacting us in writing you may use the address or email address set out in clause 2.
- c) We do not accept liability for any failure to receive written notices if the failure is a result of service failures by your chosen mail provider.

14. Complaints and Feedback

- a) We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.
- b) All complaints are handled in accordance with our complaints handling policy and procedure, available from our management team
- c) If you wish to complain about any aspect of your dealings with us, including, but not limited to, these Terms and Conditions, the contract, or the services, please contact us in one of the following ways:
 - a. In writing, addressed to Natalies Clean Team Ltd, 59 Davenport Drive, Woodley, Stockport, SK61PX
 - b. By email, Natalie.Faulkner@nataliescleanteam.co.uk
 - c. By contacting us by telephone on 07368 184 660

15. How We Use Your Personal Information (Data Protection)

- a) All personal information that We may collect (including, but not limited to, your name and address) will be collected, used, and held in accordance with the provisions of the Data Protection Act 2018 and your rights under that Act.
- b) We may use your personal information to:
 - i. Provide our services to you.
 - ii. Process your payment for the services.
 - iii. Inform you of new products and services available from us. You may request that we stop sending you this information at any time.
 - iv. In certain circumstances (if, for example, you wish to pay for the services on credit), and with your consent, we may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 2018 and should use and hold your personal information accordingly.
- c) We will not pass on your personal information to any other third parties unless required to by law.
- d) We will add your details to our marketing database and contact you periodically about offers and updates. If you do not wish to be added, please tick the box on your booking form.

16. Other Important Terms

- a) We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs, you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- b) You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the contract, as applicable) without our express written permission.
- c) The contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- d) If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any courts or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- e) No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of

these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

- f) On occasion we may bring a trainee to your home. Our new recruits have been fully vetted and will be working alongside an experienced staff member.
- g) We reserve the right to withdraw our staff on days where the weather is excessively hot, cold or forecast to be a risk such as severe weather warnings for gales, heat, snow, flooding or other similar weather events.
- h) We do not permit you to use, distribute or represent our intellectual property.
- i) We consider our service/s to you as business sensitive and therefore do not permit you to enter into any agreements with our staff.
- j) All discussions about your service/s, including but not limited to price, duration, frequency, account, service amendments, holidays and service/s requirements should be held with the company director/s. As such you are not permitted to exchange or use contact details with/for our staff.
- k) We accept no responsibility for your pets. This includes, but is not limited to, feeding, walking, securing, toileting or other care requirements. Where a pet is known to be aggressive or has been known to bite, you must ensure your pet is secured in a room that will not be cleaned for the duration of your service/s.
- l) You must provide to us, on demand, any applicable licences that may be required by law for certain breeds of dogs. We reserve the right to insist that any dog is kept in a separate room for the duration of our visit or, where this is not possible, suspend your service/s until a suitable solution is found.
- m) If you are found to be engaging or attempting to engage any of our employees and/or workers either directly for yourself or indirectly by recommending them to your friends and family members, your contract will be terminated immediately, and you will be liable to pay us a recruitment fee of £1000.00.

17. Governing Law and Jurisdiction

- a) These Terms and Conditions, the Contract, and the relationship between You and Us (whether contractual or otherwise) shall be governed by and construed in accordance with English law.
- b) Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, the Contract, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency.