

TERMS & CONDITIONS

These Terms and Conditions constitute the contract between Happy Hands (the “Agency”) and the employer, client, firm, or corporate body, as the case may be (the “Client”) that seeks provision of cleaning services, which are to be performed by the cleaner (the “Cleaner”). The Agency and the Client (together the “parties”) agree that the cleaning services will be provided in accordance with the Terms and Conditions herein.

1. Agency’s Obligations

- (a) The Agency will make every effort to select a suitable Cleaner before making an introduction, by closely vetting Cleaners through interviewing procedures, checked references and police checks if required.
- (b) While the Agency takes great care in selecting the right Cleaner for the Client, the Client shall be solely responsible for satisfying themselves as to the suitability of the Cleaner.
- (c) The Agency endeavours to ensure that a high standard of work, integrity and reliability is always maintained by the Cleaner.

2. Client’s Obligations

- (a) The Client **MUST** treat the Cleaner with respect and be courteous and helpful to the Cleaner.
- (b) The Client will be honest in their description of the position to be filled, including the hours of work, type of duties and level of responsibility involved.
- (c) If the Client wishes to engage the temporary Cleaner for an extended period of time the Client must first notify the Agency **AND ALL SUBSEQUENT BOOKINGS MUST BE MADE THROUGH THE AGENCY.**
- (d) The Client **MUST** settle their account with the Agency promptly if the Agency has provided a satisfactory service.
- (e) The Client should take note of the Agency’s advice regarding the position to be filled. The Agency may advise the Client that the hours they expect a Cleaner to work maybe excessive or that the area or item to be cleaned requires more hours.
- (f) The Client is responsible **AT ALL TIMES** for supplying all required and appropriate cleaning material, equipment and for making arrangements for access to the Client’s property.

3. Price & Payment

- (a) The Client shall pay the Cleaner £6.00 an hour for cleaning services provided and £6.00 an hour for any ironing services provided and £8.50 per hour for cooking.
- (b) The Client is responsible at all times for paying the Cleaner directly.
- (c) The Cleaner is paid by the Client on each day that he/she provides cleaning services to the Client or as otherwise agreed between the Client and Agency.
- (d) The Client shall pay the Agency an administrative fee of £3.00 per hour of service provided by the Cleaner ("Agency Fee") which becomes payable on the day the Cleaner provides cleaning services to the Client.
- (e) THE CLIENT WILL BE INVOICED ON A MONTHLY BASIS FOR THE AGENCY FEE. THIS MAY BE PAID BY CASH, CHEQUE OR BY STANDING ORDER.
- (f) ALL INVOICES MUST BE PAID WITHIN 7 CALENDAR DAYS OR THE AGENCY MAY LEVY A SURCHARGE OF £5.00 A WEEK for each week that the Agency Fee remains overdue and unpaid.
- (g) If the Cleaner has a wasted journey the Client **MUST PAY THE CLEANER'S REASONABLE TRAVELLING EXPENSES.**

4. Keys

- (a) The Client may choose to issue the Cleaner with keys that allow access to the premises to be cleaned (the "Keys").
- (b) Upon issue of the Keys, the Client must **DEDUCT DEPOSIT OF £10.00** from the Cleaner (the "Key Deposit") and both the Client and the Cleaner must sign a Key Security Form.
- (c) If Keys have been provided to the Cleaner, then following termination of the services of a Cleaner, the Cleaner must return the Keys to the Client. Provided the Keys have been returned, the Client must **PROMPTLY REFUND** the Key Deposit to the Cleaner.
- (d) Clients who complete the Key Security Form **MUST** provide a signed copy to the Agency

5. Liability

- (a) The Agency is fully insured for the following; failure to perform, treatment risks, failure to secure Client's property, incorrect destruction of goods, damage to property being cleaned.
- (b) The Agency does not accept liability for any loss of laundry linen or other apparel which have been washed or ironed by the Cleaner. Nor does the Agency accept any liability for any damages or injury suffered or incurred by the Client whether directly or indirectly caused by the Cleaner.

- (c) The Agency is not responsible for any accident, injury loss or expense suffered by the Cleaner.
- (d) The Client is fundamentally responsible for the control and supervision of the Cleaner. The Cleaner is not the servant employee or agent of the Agency and the Agency has no vicarious responsibility for the Cleaner.
- (e) The Agency **WILL ONLY** accept liability for damage or destruction of machine washable clothes/laundry/linen for cleaning to the extent the Cleaner or Agency has caused such damage or destruction.
- (f) The Agency **WILL NOT ACCEPT ANY LIABILITY FOR DAMAGE TO WOOLEN CLOTHING** that the Client has instructed the Cleaner to wash.
- (g) Any claim against the Agency shall be limited to the aggregate Agency Fee charged to the Client and received by the Agency.

6. Termination

If a Client wishes to terminate the services provided by a Cleaner or terminate this Agreement the Client must give the Agency at least 24 hours notice prior to the Cleaner's next scheduled service. Failure to provide notice in accordance with this clause will result in the Client being charged half the Agency Fee that would have been payable had the Cleaner provided the services on the next scheduled occasion for performing such services.

7. Miscellaneous

- (a) The Agency acts as a temporary and permanent staff agent in introducing temporary and permanent Cleaners. Therefore the temporary/permanents Cleaners are not employed by the Agency directly or indirectly but are **SELF EMPLOYED**.
- (b) The Client **MUST NOT PASS THE DETAILS OF THE CLEANER TO A THIRD PARTY FOR THE PURPOSE OF ENGAGING IN PRIVATE WORK.**
- (c) There will be no variation or change of these Terms and Conditions unless approved in writing by the Agency.
- (d) These Terms and Conditions are governed by, and interpreted and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

Executed as an Agreement

Signed by the Client

Signed for an on behalf of Happy Hands

Name (print):

Name (print):

Date: _____

Date: _____