

Terms and conditions

TERMS AND CONDITIONS FOR THE SUPPLY OF CLEANING SERVICES (“TERMS”) OF FREEDOM HOUSEKEEPING SERVICES (“US”)

1. Definitions

In the Terms the following words have the following meanings, unless the context requires otherwise:

Appointment: an individual occasion on which we are scheduled to provide the Services for you (and **Appointed Day** means a day on which we are scheduled to provide the services for you, as specified in the Particulars).

Business Day: any day which is not a Saturday, Sunday or a Bank or Public Holiday in England.

Business Hours: 8.30am to 4.30pm on a Business Day.

Cleaning Hours: 9.00am to 3.00pm on a Business Day (domestic).

Common Areas: common vehicular and pedestrian accesses to and from the Premises to the nearest public highway, parking areas, common access ways, staircases, elevators, toilets and other facilities and bin storage and other storage areas and all other areas which are outside of your ownership and/or control but which we may reasonably need to use to give access to the Premises or for any other purpose in connection with the provision of the Services.

Contract: the contract between you and us for the supply of the Services.

Fees: the fees payable by you to us for the supply of the Services at the hourly rate specified in the Particulars.

Order: a purchase order or other request issued by you to us for the supply of the Services (whether it is in writing or not).

Particulars: the Particulars of the Contract which we issue to you confirming acceptance of your Order, which we may send by email.

Premises: the place(s) specified in the Particulars where we will perform the Services for you.

Services: the cleaning services to be provided by us to you under the Contract, specified in the Particulars.

2. Contract for Services

Formation of the Contract and application of the Terms

2.1 By placing an Order for the Services, you agree to be subject to the Terms but the Contract will only come into being when we issue the Particulars to you or (if earlier) when we begin supplying the Services to you. Your right to cancel the Contract after we have issued the Particulars is set out in the Particulars. Where there is a conflict between the Terms and the Particulars, the Particulars will apply. The Terms and the Particulars form the whole of the Contract and any provisions (such as purchase conditions) which you attempt to apply will not be the terms and conditions concerning the provision of the Services by us to you, regardless of how and when they are introduced (including any contained within or provided with the Order). You acknowledge and agree that we are not bound by any provisions which you seek to impose on us unless they are expressly contained in the Particulars.

Pre-Contract estimates

2.2 If we give you an estimate of Fees before you place your Order, it is provided for your information only and does not create a contract between us and you.

Our discretion to accept Orders

2.3 We are entitled to refuse any Order for any reason, including where we believe that it would be uneconomical to supply the Services, based on the location of the Premises.

Changes to the Terms

2.4 If we make any change to the Terms, the change will not apply to the Contract until 30 days after we have given you a copy of our revised Terms. If you do not wish to accept the change, you may terminate the Contract by giving us no less than 14 days notice of your intention to do so, ending on or before the end of that 30 day period.

Length of the term of the Contract

2.5 The length of the term of the Contract will be the term specified in the Particulars, if any, running from the date of issue of the Particulars (in which case clause 9.1 will not apply but other provisions allowing for termination before the end of the term will apply). If no term is specified in the Particulars, the Contract will run from the date of issue of the Particulars until the date of termination in accordance with the Terms.

Obligations when you consist of two or more individuals

2.6 If there are two or more of you, each of you is separately responsible for performing your shared obligations under the Contract.

Representations made by our staff

2.7 Our staff are not authorised to agree any terms or make any representations which are inconsistent with the Terms and the Particulars. If you are a business, you acknowledge that you do not rely on and waive any claim you might otherwise have for any unauthorised statement as to performance, quality and/or suitability of the Services unless we have specifically confirmed it in the Particulars.

3. Provision of Services

3.1 Subject to your paying the Fees to us, we will provide the Services to you at the Premises with reasonable skill and care using properly skilled staff.

3.2 We will use reasonable endeavours to ensure that the staff who carry out the Services are known to us, and that their character and employment references have been checked to ensure (so far as reasonably possible) that they are reliable, discreet and honest. The decision as to which of our staff members to allocate to the Services is wholly at our discretion and the staff member allocated to provide the Services to you may vary.

3.3 We will supply our staff with a uniform of overalls or some other suitable garment clearly marked with our insignia (if any) and an identification badge.

3.4 Whilst at the Premises, our staff will not eat, drink or smoke unless you give them express permission to do so.

3.5 We will ensure that our staff working at the Premises are made fully aware of and comply with such security procedures and health and safety requirements as you notify to us.

Record keeping

3.6 We keep records of work carried out for you during each Appointment in a log book supplied to you at the beginning of the Contract. These records include work carried out, specifics of any damage noted by our staff in the course of performing the Services, specifics of any accidental damage caused by our staff whilst carrying out the Services and any other matters which we reasonably consider should be reported to you. Please keep the log book safe – it will be needed if you make a complaint.

Cleaning Materials and Equipment

3.7 We will only provide equipment and cleaning materials for the purpose of performing the Services if and to the extent that they are specified in the Particulars. If any equipment and cleaning materials are reasonably necessary to the performance of the Services and are not specified in the Particulars, you must provide them.

Excluded Services

3.8 You expressly agree that the Services do not include (and we will not carry out):

- (a) tidying unless it is specified in the Particulars;
- (b) any property maintenance services;
- (c) cleaning of any fixtures, fittings or goods at the Premises with a value in excess of £ 500. You must inform us if any such thing at the Premises has a value in excess of this amount. If you do not do so, we will not be liable for any loss or damage caused to the item in excess of this amount;
- (d) deep cleaning of carpets, curtains and soft furnishings;
- (e) exterior window cleaning;
- (f) gardening;
- (g) pest control of any nature;
- (h) ironing but:-
 - (i) if you wish us to provide ironing services on a regular basis, this may be specified at the time of ordering and accepted by us in the Particulars. If we do accept your Order in this respect, the ironing service will be provided on these terms with such amendments as the context requires only;
 - (ii) if you wish us to provide ironing services from time to time during the term of the Contract, the decision as to whether to provide such ironing services will be wholly at our discretion. If we do agree to provide a one-off ironing service, it will be provided at our standard rate at the time of your request on these terms with such amendments as the context requires. Please note that we must receive your request at least 2 Business Days before your next Appointment if you are asking us to provide ironing services at that Appointment.

4. Time for Performance of Services & Cancellation

4.1 We will perform the Services on Appointed Days at the intervals specified in the Particulars (for example, weekly or fortnightly). Unless the Particulars specify a time for performance of the Services, we will perform the Services at any time during Cleaning Hours on Appointed Days. If you are a business, time for performance of the Services will not be of the essence.

Bank and Public Holidays

4.2 We only provide Services on Business Days. If an Appointed Day falls on a bank or public holiday, we will contact you no less than 30 days before the day in question to offer to perform the Services on another day within the same business week. Although we use reasonable endeavours to

ensure that we are able to re-schedule Appointments for all affected clients during the same business week, we book these re-scheduled Appointments on a first come, first served basis and only have a limited number of alternate Appointments available on each alternate day. If you delay booking an alternate Appointment, we cannot guarantee that we will still have an available Appointment slot on your desired day by the time you contact us. If you do not agree to our performing the Services on the new day we offer, we will not be required to perform the Services until the next Appointed Day in the normal course of things.

Re-scheduling of Appointments by us

4.3 From time to time we may need to re-arrange an Appointment for a reason other than those specified elsewhere in the Terms, although we will make reasonable efforts to ensure that we do not need to do so. You agree that this may happen and that we may offer you an alternate Appointment. If we are unable to offer you an alternate Appointment, we will reduce the Fees payable for the Services performed at your next Appointment by 10%. No discount is payable if we offer an alternate Appointment but you do not accept it.

Cancellation of Appointments by you

4.4 You may cancel an Appointment at any time up to 48 hours before the relevant Appointed Day. You may cancel by phone or by email (to info@freedomhousekeeping.co.uk). No Fees will be charged to you in respect of the cancelled Appointment provided that you cancel in accordance with this clause 4.4. If you attempt to cancel an Appointment less than 48 hours prior to the relevant Appointed Day, you will normally be charged a late cancellation fee for abortive labour costs equal to half of the Fees which you will normally incur for provision of the Services in respect of the cancelled Appointment.

Cancellation when Premises inaccessible

4.5 If we are unable to gain access to the Premises on an Appointed Day as a result of any act or omission by you, you agree to pay the Fees as if you gave us notice to cancel on less than 48 hours notice prior to the relevant Appointed Day.

Events outside our control

4.6 If a situation or event occurs which is not within our reasonable control, we may cancel any Appointment(s) and will normally attempt to begin performing the Services again as soon as the situation which has stopped us performing the Services has been resolved. We will notify you as soon as reasonably possible if we cancel an Appointment for this reason. If we are able to perform some, but not all, of the Services at an Appointment, we will do so and will not cancel the Appointment. Examples of events or situations which are not within our reasonable control include:-

- (a) where weather conditions make it impossible or unsafe for our staff to perform any of the Services;
- (b) where our staff are unable to gain access to the Premises to carry out the Services (so long as this is for a reason outside of our control, in practice);

(c) where there is a serious infectious or contagious condition or disease present at the Premises (in which case we will postpone the Services until such time as there is no reasonable risk of our staff becoming infected with the relevant condition or disease);

(d) where the Premises have been partially or wholly destroyed or damaged, so as to make it unsafe for our staff to enter the Premises and/or perform the Services;

(e) where you are in breach of any of your material obligations under the Contract (including payment and any obligations (such as the provision of accurate information) which we need you to comply with in order to perform the Services;

(f) where we have to wait for other providers of services to you to complete their work before we are able to perform the Services;

(g) where (and to the extent that) there is a presence of any fair wear or tear, wilful damage, negligence, abnormal working conditions, failure to follow a third party manufacturer' instructions, advice or recommendations or else misuse or alteration or repair of any affected structural or non-structural element of the Premises, fixtures and fittings or goods within the Premises.

5. Premises

5.1 We will provide the Services at the Premises specified in the Particulars only.

5.2 During any period where building operations are occurring at the Premises, we will not be required to provide the Services unless we expressly agree to do so. If we do agree to do so, we will notify you of the revised Fees which will apply during that period (having regard to any necessary alterations to the Services).

5.3 If we are providing equipment and/or cleaning materials and reasonably require you to do so, you will provide adequate and secure space at the Premises for the storage of our equipment and/or materials, in which case our equipment and materials will continue to be wholly owned by us and you will have no rights in them.

5.4 You give us (and our staff) the right, in common with you and all other people authorised to do so, to use the Premises and the Common Areas for all purposes connected with performance of the Services.

6. Your Additional Obligations and Warranties

6.1 In addition to any other warranties, representations and undertakings given elsewhere in the Terms, you agree and warrant that:

(a) you will promptly provide us with (and are responsible for ensuring the accuracy of) all information relating to the Premises and all other matters which we may reasonably need in order to enable us to perform our obligations to you;

(b) you are the owner or lawful occupier of the Premises (or his agent) and are authorised to grant us entry to the Premises and use of the Common Areas and to instruct us to perform the Services;

- (c) you will provide us with such materials, facilities, utilities and other matters as we may reasonably require in order to perform the Services at the Premises including electric power (normal, domestic, 60A, 240V, safety/shock protected supply outlet) and water (domestic water supply or equivalent);
- (d) all equipment and materials provided by you to enable us to perform the Services are fit for purpose and conform to all relevant UK standards or requirements for which they are intended. You will maintain any such equipment as often as reasonably necessary and provide replacements when breakdowns occur; any maintenance and/or repair of any equipment will be carried out with due care and skill.
- (e) the Premises are safe for work by our employees. You must immediately tell us if this is not the case in any way. We may refuse to permit our staff to work in the Premises or any part of them if we reasonably consider that they may be exposed to undue risk or danger. If you are a business, you specifically agree and confirm that the premises comply with all statutory requirements for health and safety at work of our staff and you will inform us of any and all health and safety rules and regulations that apply at the Premises.
- (f) you will provide us with keys to the Premises and with any alarm and/or door codes required in order to enable us to access the Premises and you will keep us informed of all security procedures in operation at the Premises. We confirm that our staff will secure your Premises on exiting after each Appointment and we will store any keys provided by you securely and maintain the confidentiality of any alarm and door codes provided by you to us;
- (g) all fixtures and fittings at the Premises (including any shelving, shelving units, carpets, curtain rails etc) are and will remain firmly secured to the Premises;
- (h) (unless tidying is included within the Services and is specified as such in the Particulars) you will tidy up the Premises in readiness for each Appointment;
- (i) you will treat our staff in a professional manner and will not subject them to any form of abuse nor harassment nor discrimination on the grounds of perceived or actual race, sex, religion or belief, nationality, ethnic or national origins, sexual orientation, gender reassignment, age or disability;
- (j) you will notify us immediately if you or any person residing at or visiting or working in (as the case may be) the Premises has any serious, infectious or contagious condition or disease (and in this context, the term "serious" includes diseases such as chickenpox, influenza, measles, meningitis, conjunctivitis, mumps, Norovirus, rubella, scarlet fever, tuberculosis and typhoid);
- (k) you will cooperate with us in all matters relating to the Services;
- (l) you have in place and will maintain adequate buildings insurance for the Premises and contents insurance for all contents in the Premises;
- (m) you will not, without our prior written permission, at any time from the date of the Contract to the expiry of 12 months after the termination of the Contract, solicit or entice away from us or employ (or attempt to employ) any person who is, or has been, engaged as our employee,

consultant or subcontractor in the provision of the Services. If you do so, the provisions of clause 10.14 will apply.

Tips and Gifts

6.2 We appreciate that from time to time you may wish to thank our staff for their performance by tipping or giving a gift. Our policy is that our staff should not accept tips or gifts from our clients unless they have been approved by the manager/assistant manager. If you wish to give a tip or gift, please contact the manager/assistant manager beforehand. We confirm that all approved tips and gifts are given to the staff member intended by you and are not retained by us.

7. Fees and Payment

Calculation of Fees

7.1 The Fees payable for the Services are calculated by reference to the number of hours we spend performing the Services at the hourly rate(s) specified in the Particulars. VAT will be added to the Fees as a strictly net extra charge at the rate in force at the time you are required to make payment and will be payable by you to us on issue of a valid VAT invoice.

7.2 We require our staff to complete timesheets recording time spent performing the Services at each appointment and we use these timesheets to calculate the Fees covered by each invoice referred to in clause 7.6.

7.3 The minimum charge we make per Appointment is for one hour's work. After the first hour, we charge for time spent performing the Services in 30-minute increments, rounding up for any period of under 30 minutes.

Estimates given in Particulars

7.4 If the Particulars include an estimate of the Fees likely to be charged per Appointment, we may need to charge you a higher amount than stated in the estimate for individual Appointments from time to time or we may need to revise that estimate generally. This could occur for a number of reasons such as the fact that it becomes apparent when we start performing the Services that the Services we will need to perform or the difficulty of performing them on that day or more generally (as the case may be) is different to what we agreed before we started performing the Services and we could not reasonably foresee this when we issued the Particulars.

Increasing our hourly rates

7.5 We may increase our hourly rates at any time after the first six months of the Contract by giving you 30 days written notice to take effect at the end of that notice period. If you are a consumer and we do so, you may terminate the Contract by giving us notice in writing at any time during that 30 day notice period. If you don't terminate the Contract by the end of the 30 day notice period, you are assumed to have accepted the change.

Payment of the Fees

7.6 You must pay the Fees within the time for payment specified in the Particulars, counting from the date of issue of our invoice in respect of the Services specified in that invoice. We will be entitled to invoice you weekly or at such other, longer, intervals as we may decide from time to time.

7.7 Delay by us in performing the Services on an Appointed Day will not affect your obligation to pay for Services which have actually been performed, whether they were performed before or after the Appointed Day on which the delay occurred.

7.8 In addition to clause 7.8, if you are a business, you may not withhold payment of any amount due to us by reason of any right of set off you may have or alleged to have or for any reason whatsoever.

Our rights if you do not pay the Fees on time

7.9 If you fail to pay us the Fees or any part of them in accordance with the Contract then, in addition to any other rights or remedies we may have, we will be entitled to:

(a) charge interest on the Fees or any part of them at the rate of 4% above the base rate of Barclays Bank plc from time to time from the day when payment became due to the date of payment, accruing daily and compounded quarterly. If you are a business, we reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;

(b) suspend our performance of any further Services under the Contract until we have received full payment of any amounts outstanding, without any liability whatsoever to you for that suspension; and

(c) terminate the Contract if the delay in payment exceeds 30 days.

7.10 If you make any payment to us by cheque and it is returned unpaid by the bank, you must pay a £10.00 administration fee and reimburse us any and all standard banking charges we incur in connection with the returned payment. You acknowledge that this is a fair reflection of the expenses arising out of your failure to ensure that there are sufficient funds in your Bank account to enable us to cash your cheque.

8. Services Sub-contracted to Us

8.1 The provisions of this clause apply if you are a business who has contracted to supply services which include the Services (whether alone or in combination with other services) to a third party ("your client").

8.2 You acknowledge and agree that the terms of the Contract apply irrespective of any terms agreed between you and your client on any matter concerned with or relating to services of the nature of the Services. It is your responsibility to ensure that your agreement with your client contains (and that you enforce) all the rights and benefits necessary to enable you to comply with your obligations to us under this Contract and in order to enable us to comply with our obligations to you under the Contract.

8.3 In particular, you agree that you must pay the Fees in accordance with clause 7.6 regardless of whether you have received payment from your client in respect of the Services.

9. Termination of the Contract

Termination at any time

9.1 Unless the Particulars specify the length of the Contract and that time has not yet expired, and without prejudice to any other provision of the Contract, we may terminate the Contract by not less than 30 days written notice to you at any time. If you are a consumer, you may terminate the Contract by not less than 14 days written notice to us at any time. If you are a business, you may terminate the Contract by not less than 30 days written notice to us at any time.

When we may also terminate

9.2 In addition to our rights to terminate under clauses 7.9 and 9.1, we may terminate the Contract at any time on immediate notice to you if:

- (a) you persistently breach any one or more terms of the Contract or breach any term of the Contract which is incapable of being remedied or fail to remedy a breach within 14 days of receipt of a notice requiring you to remedy the breach, where the breach is capable of remedy;
- (b) you die;
- (c) you become insolvent or bankrupt or (if you are a company) make an arrangement with your creditors or have an administrative receiver or administrator appointed or commence to be wound up (other than for the purposes of amalgamation or reconstruction); or
- (d) a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to the Premises.

When you may also terminate if you are a consumer

9.3 In addition to your rights to terminate under clauses 9.1 and 9.3, if you are a consumer, you may terminate the Contract at any time with immediate effect by giving us written notice of your intention to do so if we:

- (a) become insolvent or bankrupt or (if we are a company) make an arrangement with our creditors or have an administrative receiver or administrator appointed or commence to be wound up (other than for the purposes of amalgamation or reconstruction);
- (b) fail to perform the Services on an Appointed Day on three or more occasions in any consecutive 3 month period (unless our delay in performance of the Services arises for a reason specified in clause 4.2, 4.4, 4.5, 4.6 or 7.9);
- (c) persistently breach any one or more terms of the Contract or breach any term of the Contract which is incapable of being remedied or fail to remedy a breach within 14 days of receipt of a notice requiring us to remedy the breach, where the breach is capable of remedy.

After termination

9.4 In the event that the Contract terminates for any reason:-

- (a) you must pay to us any Fees accrued up to the date of termination and any charges or other sums due from you to us under the Contract;
- (b) (except as otherwise provided in the Contract and except for any rights or obligations that have accrued before termination) neither party shall have any further obligation to the other under the Contract;
- (c) we will retain keys to the Premises until such time as all sums due from you under the Contract are paid in full and in cleared funds, at which time we will return the keys to you as soon as reasonably possible;
- (d) you give us permission to enter the Premises and use the Common Areas, solely to enable us to remove any cleaning materials and equipment owned by us which are stored there.

9.5 If you are a business and terminate the Contract without notice or with less notice than is agreed, you agree to compensate us in full on demand for contractual pay in lieu of notice and statutory pay and compensation for unfair dismissal for which we become liable solely as a result of your termination of the Contract in such circumstances.

10. Complaints, Liability and Related Matters

Exclusion of liability

10.1 Whilst we will use reasonable care and skill in performing the Services, we give no warranty that we are able to remove all marks and stains from all types of material in the course of performing the Services. Even if removed, staining may recur if it is due to a cause such as damp, mould or water seepage.

10.2 We will not be responsible for loss or damage suffered by you as a result of any delay or non-performance of or defect in the Services to the extent that the delay, non-performance or defect arises out of a matter specified in clause 4.6.

Complaints

10.3 Any complaint about the standard of cleaning or any breakage (which results from our negligence) or a staff failure to perform the Services on an Appointed Day must be made within 24 hours of the occurrence complained about. If you make a complaint within this time limit we will promptly take reasonable action, at our own cost, to investigate and (unless we reasonably consider that your complaint is not justified), we will take reasonable remedial action. You agree that, if your complaint relates to the standard of cleaning or a failure to clean, you will leave the area complained about as is and will not carry out your own cleaning of the area before we have had the opportunity to investigate your complaint. If you do clean the area complained about before we have had the opportunity to investigate, we will treat the complaint as unjustified.

10.4 If you do not make a complaint within 24 hours after an Appointment, it will be conclusively presumed that you are satisfied with our performance of the Services on that occasion.

10.5 You acknowledge and agree that it is reasonable to require you to make a complaint within 24 hours of the Appointment because the nature of the Services means that their results are temporary. You can contact us outside of Business Hours to make a complaint on 07918 620524 or info@freedomhousekeeping.co.uk. If you leave a detailed message or email within 24 hours of the relevant Appointment, you will be taken as having properly made a complaint at the time of your message or email, whether or not we have responded within the 24 hour time frame.

10.6 Any complaint which relates to a matter for which we are not responsible under the Terms will be rejected.

10.7 Reasonable remedial action would normally be:

- (a) performance or re-performance of the Services, without further charge to you; or
- (b) in the case of damage to the Premises or to any goods or fixtures and fittings in the Premises as a result of our negligence, we will be responsible for the cost (less wear and tear) of repair or (if they are beyond economic repair) replacement, up to a maximum of £ 500 per item. We do not know the value of the contents in the Premises. You do, or should do. If you do not tell us in advance that an item's value is higher than our limit per item, we will only be liable to you up to that amount. If you do tell us that an item's value is higher than that limit, we will not clean the item in question but will be responsible to you for the full cost (less wear or tear) of repair or (if it is beyond economic repair) replacement of that item if it becomes damaged as a result of our negligence.

Limitation of liability

10.8 If you are a business, our entire financial liability (including our liability under clause 10.7) in relation to any breach of the Contract and any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract is limited to the Fees paid for the Services and all warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

10.9 Our liability to you is limited to the extent that you are entitled to recover from some other person any sum in respect of any matter giving rise to the claim, including where you recover any sum under a policy of insurance. You are not entitled to recover any sum from us if doing so would result in your being paid more than once in respect of the same loss or damage.

10.10 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.

10.11 Except in respect of death or personal injury caused by our negligence, we will only be liable to you for damages arising directly and naturally in the ordinary course of events from the breach concerned. This means that we are not liable for losses which were not foreseeable both to you and to us when the Contract was formed. You must tell us if you are aware of anything which we can't reasonably be expected to know about you, your client (if any), anyone else living or working at the Premises, the Premises itself or any fixtures, fittings and goods in the Premises or the use to which

the Premises are put which would or could potentially be affected as a result of our negligence. Whether you are a business or a consumer, if any loss or damage suffered by you relates to your business activities or use of the Premises for commercial purposes, then we exclude all liability for any business loss and (in particular) we exclude all liability for loss of profits or other economic loss arising out of a breach of the Contract, even if the Premises is a residential property from which you also conduct your business or work in another manner.

Liability for equipment and materials

10.12 If we are using our equipment and cleaning materials to carry out the Services, we agree that we have made reasonable efforts to ensure that both are fit for the purpose of carrying out the Services and confirm to relevant UK safety standards and are maintained as often as reasonably necessary. If you are a business, we will not be liable to you for damage caused by equipment and cleaning materials manufactured by third parties except to the extent that we may have the benefit of a warranty from that third party. If you reasonably require us to make a claim for breach of warranty following damage caused by defective equipment or cleaning materials in the course of carrying out the Services, we will take reasonable steps in relation to such claim and will pay to you the balance of any monies paid to us under such warranty after deducting any reasonable costs and expenses we have incurred in relation to the warranty claim (if any).

10.13 We are not responsible for and give no warranty that equipment and/or cleaning materials provided by you will not cause damage when used by us. However, if you are a consumer we will, on request, advise you as to the most appropriate cleaning materials, and equipment for the Services, in our reasonable opinion.

Your liability to us

10.14 If you commit a breach of clause 6.1(m) (restriction on your hiring our staff), we will suffer loss as a result. You agree that you will compensate us for any reasonably foreseeable losses arising out of your breach of clause 6.1(m) which may include the cost of hiring and training new staff, including any related expenses. The cost of our losses and expenses in these circumstances would usually be approximately £ 500. It is our view that the restriction contained in clause 6.1(m) is reasonable in all the circumstances for the protection of our legitimate business interests. By entering into the Contract (and choosing not to follow the cancellation procedure set out in the Particulars) you are agreeing that the restriction on you is reasonable in all the circumstances for the protection of our legitimate business interests.

10.15 In addition to our rights in clause 10.14 and elsewhere in the Terms, you will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations under the Contract.

11. Changes to the Contract

11.1 If you ask us to change the Services, the frequency of Appointments, the time of Appointments or to make any other change affecting the Services (“a Change Request”) at any time after we have issued the Particulars, we will use reasonable endeavours to make the change, subject to adjustment in the Fees. This adjustment will have regard to the nature of the change (including any increase in the estimated number of hours required for us to perform the Services). However,

you will not have priority over other existing customers. We may be unable to make the changes which you request or we may need to make other changes, such as a change to the Appointed Day or a change in the frequency of Appointments in order to enable us to implement your Change Request.

11.2 If we are able to accommodate your Change Request and accept it, we will provide you with revised Particulars setting out both the details of the change you have requested and any further changes to the Particulars which we wish to implement in order to give effect to the proposed change.

11.3 We will not implement any change which we agree to until you have confirmed in writing (which may be an email) that you accept the revised Particulars. We will not be liable for any delay in the performance of our obligations which arises out of any delay in or a refusal by you to agree the new Particulars. If you decide not to accept new Particulars issued to you following a Change Request, the old Particulars will continue to apply to the Contract and we will not implement your Change Request.

11.4 You must notify us if you move to another location; or alter the Premises (for example by extending the Premises or by adding en-suite facilities within existing Premises); or wish to add to the list of Premises contained in the Particulars and give us full details of the change. We will treat this notice as a Change Request.

12. Subcontracting by us

We may licence or subcontract all or any part of our rights and obligations under the Contract without your permission. If you are a consumer we will remain responsible to you for our obligations under the Contract and for the actions of our agents and subcontractors.

13. Confidential Information and Data Protection

13.1 We will keep all confidential information of yours which we may obtain by any means in the course of the Contract in strict confidence and we will ensure that our employees and subcontractors are subject to suitable obligations of confidentiality.

13.2 You agree not to request personal information from our staff nor to provide personal information about you or anyone occupying or working at the Premises to anyone within our business other than the manager/assistant manager.

13.3 In performing the Services, we will comply with the provisions of the Data Protection Act 1998.

14. General

14.1 Unless the Terms expressly state otherwise, the word 'including' is treated as if it is followed by the words 'without limitation'.

14.2 All notices must be in writing addressed to the other party at such address as may have been notified to the party giving the notice and will only be effective if they are served by hand (at the time of delivery) or prepaid recorded delivery post (at the expiration of two business days after the day of unreturned posting) or email (4 hours after sending, excluding any periods outside Business Hours). Notices sent by fax are not valid. Complaints made in accordance with clause 10 are not treated as notices for the purposes of this clause and the rules set out in clause 10.4 apply to the timing of complaints.

14.3 If you are a business, no delay or failure by us in exercising any of our rights arising from a breach by you will affect our rights in respect of that breach or any other breach of the Contract.

14.4 If any provision of the Contract is held by any competent authority to be unlawful, void or unenforceable in whole or in part it will be deemed to be amended insofar as it is possible to do so in order to make it enforceable whilst retaining its purpose or deleted if it is not possible to do so and will not in anyway affect any other circumstances of or the validity or enforcement of the Contract.

14.5 The Contract is governed by and interpreted in accordance with English law in all respects and if you are a business the parties submit to the exclusive jurisdiction of the English courts.

14.6 Nothing in this Contract is intended to confer any benefit on any person who is not a party to it under the Contracts (Rights of third Parties) Act 1999.