



Cleaners2U Terms and Conditions

Contract for Services

This Contract for Services is made on the [] day of [] Year 2023

Between

1 [Include Client name and address] (known hereinafter as the Client) of the one part,

and

2 Cleaners2U.co.uk

whose correspondence address is care of 68A Greenways Crescent Shoreham By Sea West Sussex BN43 6HS Cleaners2U a Trading Name of DCS Southern Limited Company number **13723156**

Background

1. Cleaners2U's business is in the provision of domestic cleaning services. Cleaners2U tenders for and is appointed by the Client to provide cleaning services at a certain location ("the Assignment").
2. Cleaners2U has skills and abilities which may from time to time be available to the Client ("the Services").
3. Cleaners2U and the Client agree that if Cleaners2U offers to make his or hers services available to the Client and is engaged by the Client, the terms and conditions in this Contract for Services shall apply.
4. It is the intention of the parties that when Cleaners2U provides the Services to the Client for an Assignment, such provision of Services shall constitute a separate and distinctive engagement under this Contract for Services. Unless varied or amended or otherwise agreed between the parties under clause 28, these terms and conditions shall apply for each engagement.

Operative Provisions

1. The Client is not obliged to offer any work to Cleaners2U, neither is Cleaners2U obliged to accept any work offered. Cleaners2U is not obliged to make his or her Services available at any time. Specifically, both parties agree that they do not intend to create or imply any mutuality of obligations at any time, either during or in between any individual engagement.
2. Cleaners2U shall always act in a professional way while carrying out the Services for the Client.
3. The nature of the Services necessitates that the Services are provided at the location and times required by the Client. However, Cleaners2U is free to use his own initiative as how best to complete the Services.

Cleaners2U will ensure that Services are only provided where the provision of Services will not breach Health and Safety regulations/legislation.

4. Cleaners2U is free to provide any services to any other party at the same time as being engaged by the Client and the Client acknowledges that it will not have first call on the services of Cleaners2U in priority to any third party.



5. Cleaners2U is responsible for providing his or her own equipment, tools and personal protective clothing and safety equipment. The parties agree that the Client may provide any specialist cleaning materials or equipment they wish Cleaners2U to use.
6. Cleaners2U accepts that he / she is responsible for the Services, and that he is responsible for covering his own risk with a suitable policy of insurance.
7. Cleaners2U is responsible for all expenses incurred in travelling to the location at which the Services are provided with the exception of any parking fees are incurred at that location these may be charged to the Client.

Payment for the Services

8. Formal written tenders will not be required. The parties agree that the price/day rate/hourly rate for the Services and the method of payment will be negotiated and agreed between them from time to time and this shall include verbal agreements of the rate of payment for the Services.
9. Cleaners2U is obliged to raise an invoice for the Services.
10. All payment must be made electronically cash or cheque as agreed in the terms.
11. Any defective work the Client reasonably determines has been caused by Cleaners2U, or by any substitute or hired assistant working for Cleaners2U, will be corrected by Cleaners2U at his or her own cost or in his own time.
12. Cleaners2U is responsible for all his travelling expenses to and from any location where he has been engaged to provide the Services.
13. Cleaners2U is responsible for his own Tax and National Insurance contributions.
14. As an independent business, Cleaners2U agrees that it is not entitled to holiday pay, sick pay or any other payment for periods when the Services are not provided to the Client in any circumstances.
15. Cleaners2U will not be entitled to receive payment for Services cancelled unless its within the cancellation terms of this agreement.

Health and Safety

16. In the interests of Health and Safety Cleaners2U agrees to comply with all applicable rules relating to site security and safety.
17. Cleaners2U acknowledges that it is necessary for security reasons for Cleaners2U to be identifiable whether evidenced by security passes or on parts of clothing.
18. Cleaners2U will not represent himself as a servant or employee of the Client at any time, but as an independent Cleaner in business on his own account engaged by the Client for the specific purpose of providing the Services.

Substitutes and Hired Assistants

19. Cleaners2U has the right to send a substitute or hired assistant to perform the Services. The substitute or hired assistant may be rejected by the Client only if in the reasonable opinion of the Client such substitute or hired assistant does not possess the necessary skills, qualifications or experience to carry out the Services.

Where a substitute or hired assistant meeting the above conditions cannot be found, the Client has the right to terminate the agreement immediately or suspend the Services until a substitute can be



found. Cleaners2U agrees to bear all costs of any handover period, so there are no additional payments from the agreed terms.

20. Where a substitute or hired assistant is sent by Cleaners2U there shall be no contractual or financial relationship between the Client and the substitute or hired assistant. Cleaners2U is solely responsible for the actions of the substitute or hired assistant and for arranging payments to the substitute or hired assistant.

Termination of this Agreement

21. This Agreement can be terminated by either party for any reason with 30 days written notification to support@cleaners2u.co.uk.

Where the Client does not require the service for a period of time (for example due to holidays) this Agreement is not automatically terminated.

22. In line with The Cancellation of Contracts Made in a Consumer's Home or Place of Work Regulations 2008 the Client has the right to terminate this Agreement within the 7 days 'cooling off period'. Notice should be provided of the same in writing. Where Services are provided within the cooling off period, this would not affect the Client's right to cancel, but payment will be due for any Services provided.

Miscellaneous

23. Cleaners2U confirms that he has read and understood the terms and conditions herein and has had the opportunity to discuss this agreement with any person or professional adviser he considers necessary before signing.
24. Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.
25. Both parties agree that, with the exception of verbal agreements referred to above, these terms and conditions represent the whole agreement between them. No variations may be made to these terms unless agreed in writing by both parties.
26. Cleaners2U agrees to opt out of the limit on working time ("the 48 hour week") specified in The Working Time Regulations 1998 and that signature of this agreement shall constitute consent pursuant to regulation 5.1 of the regulations for the duration of this Agreement.
27. Both parties agree that DCS Southern Limited / TA Cleaners2U will act as Cleaners2U's agent in respect of introducing Cleaners2U to the Client, making bookings, raising invoices and processing payments for the Services. No other party will have contractual arrangements with the client if not mentioned within this contract.
28. Should the Client fail to enforce or apply any of the rights that it has under this Contract for Services, it shall not be construed that the Client approves or agrees to any breach of contract or that it loses its rights to enforce the terms of this Contract for Services in full at any time now or in the future.
29. The Headings used in the Contract for Services are for ease of reference only and are not intended to be interpreted as part of the terms agreed between the parties. References to the masculine include the feminine.
30. This contract is governed by the laws of England and Wales.



Cancelation Terms and Conditions

31. If the client needs to cancel or change their cleaner’s day or time, we do require at least 48 hours’ notice, if it is less than 24 hours’ notice then the client will still be charged for the clean, they would have had.

If the client wishes to delay the start time we do require at least 48 hours’ notice, if it is less than 24 hours’ notice then the client will still be charged from the original start time.

If the client wishes to reduce the cleaners hours we do require at least 48 hours’ notice, if it is less than 24 hours’ notice then the client will still be charged the for the original hours booked.

All Cancellations need to be received on a working weekday by 5pm (Saturdays, Sundays & Bank Holidays not included).

Therefore, if your clean is on a Monday then the cancellation would need to be received by the 5pm on the Friday before.

In addition, any clean that falls on a working day after a bank holiday the client would need to cancel the clean on the last weekday before the bank holiday day.

Both Parties Hereby Agree to the above Terms and Conditions

The Client: insert name and address.

Name:.....

Signed: Dated:

Address:.....

.....Post Code:.....

Email:.....

Cleaners2U: Carrie Ireland

Signed: Dated:

