



## **Xclusive Cleans Ltd - Terms & Conditions**

### **Services**

Prior to any Services being supplied by Xclusive Cleans, the Client agrees to an initial consultation with a representative of Xclusive Cleans LTD to enable the Services to be supplied to be documented and the cost of these Services to be agreed.

The Client must allow Xclusive Cleans personnel access to hot/cold water and power.

All equipment must be safe and in full working order (e.g. Steamers).

The Client agrees to either provide Xclusive Cleans with keys to their premises, or agrees an access time, to enable the agreed Services to be carried out.

The Client understands that the cost quoted for their Services does not include anything other than the Services agreed.

The Client agrees to ensure all pets are kept safe prior to our team's arrival and are not able to escape from your home if they are not allowed out from your home.

All Xclusive Cleans personnel are interviewed, security checked, and references obtained from previous employers, or character referenced where the potential employee has not been employed previously, prior to being employed by Xclusive Cleans. Xclusive Cleans cannot take responsibility for a failure in the selection procedure for any reason.

### **Costs**

Xclusive Cleans reserves the right to change their cost structure at any time, such changes will be notified to Clients in advance.

### **Payment**

Payment is accepted by cash or bank transfer. All payments shall be made out in favour of Xclusive Cleans. The Client will be responsible for all bank and legal charges resulting from a dishonoured cheque or bank transfer.

Xclusive Cleans payment terms 7 days from the date of Service, Invoice generation will be no later than the end of the week that the Service were provided. The Client will ensure that all payments are received by Xclusive Cleans on or before the due date.

Interest will be charged on all late payments at the base rate stated by The Bank of England plus 3%, accruing daily from the date due until the date paid.

### **Cancellations / Changes & Termination**

Xclusive Cleans personnel may work any day of the week, excluding Bank Holidays. The Client agrees to notify Xclusive Cleans of any changes to the date of their scheduled Service visit 2 weeks in advance, failure to do so could result in the Client being invoiced for the Service visit, regardless of whether the Service was carried out or not.

Xclusive Cleans is an exclusive housekeeping business that can guarantee you with consistent, regular housekeeping slots on the same weekly, fortnightly, or regular day with approximately the same time each week, fortnight, or regular day we have initially agreed. Xclusive Cleans will always try to provide you with the same team members (unless they are on annual leave) during every service that we provide to you. In addition, and due to the nature of the industry we must as a business ensure that we allocate the necessary and appropriate hours to all our hard-working team members. Our schedule is carefully organised for each one of our well valued clients, taking into consideration the length of your clean as well as the logistical whereabouts of your home to furthermore ensure the exclusive consistency that we can provide to you. Due to this, your agreed housekeeping slot is therefore reserved for you each visit, and we will not be able to accommodate any alternative day or week for your service at such short notice as this would result in your service clashing with another service that we provide to another client. Due to the above, we require a minimum of 2 weeks notice to action any schedule changes to your routine service. If the notice period is NOT provided within this time, we will still allocate a 50% service charge to cancel or amend your booking. If we receive any cancellation or amendment request to the schedule 24 hours in advance (not including weekends), then a full-service charge will still be applied to your booking as this is too short notice for us to action any changes due to the above.

### **Client Holidays**

Due to the above explanations within \*cancellations / changes and termination section, if you service is less than 10 hours per week, then please advise us 4 weeks in advance of any holiday arrangements so we can amend and re-arrange our schedule. If we are not notified within this time, we will still allocate a 50% service charge to reserve your slot whilst you are on holiday. If your service is 10 hours per week or above, then a mandatory 50% service charge will be required in order to reserve your slot whilst you are away on holiday.

The Client may terminate their Service Schedule by giving at least 1 months advanced notice and specifying the last Service date, failure to do so could result in the Client being invoiced for the notice period, regardless of whether the Service was carried out or not.

The Client agrees to pay the full cost of the Service in the event of Xclusive Cleans personnel not being able to gain access to the Client's premises.

The Client agrees that after termination of a Service Schedule with Xclusive Cleans, the Client will not hire or use any present or past Xclusive Cleans personnel to carry out Services provided by Xclusive Cleans for a period of 12 months. If the Client does wish to hire or use such personnel a costly referral fee should be made to Xclusive Cleans.

Xclusive Cleans reserves the right to terminate a Client's Service Schedule should the Client fail to make payments by, or on, the due date. Associated costs will be passed on to the Client.

#### **Confidentiality**

Xclusive Cleans will only use Client information as required to conduct its day to day business and in line with GDPR Legislation and UK Law. Requiring any information that we hold must be requested, to which we will provide to you within 1 month of your request. We do NOT pass any of your details over to third parties or anyone or body outside Xclusive Cleans, your details are only used in-house to provide you with our services.

#### **Limitations**

Whilst Xclusive Cleans will at all times make every effort to ensure the standard and delivery of their Services, Xclusive Cleans gives no warranties of any kind, expressed or implied, for the Services provided to the Client.

#### **Exclusions**

The Client will have no recourse to Xclusive Cleans if a Client's account is in arrears, if Xclusive Cleans has suspended or withdrawn Services as a result of the Client being in breach of any of the terms in the use of their Services, is subject to a wind-up order, has been placed into receivership, or ceased trading.

#### **Indemnity**

The Client agrees that it shall defend, indemnify, save and hold harmless Xclusive Cleans from any and all demands, liabilities, losses, costs and claims, including all legal fees, that may arise or result from any service provided or performed, where all reasonable care has been taken.

#### **Disputes**

In the event of any dispute over the Services provided by Xclusive Cleans, initial attempts to resolve should be made by representatives from both Xclusive Cleans and the Client. Failure to establish any resolution will result in the matter being referred to adjudication through the courts of England under English jurisdiction. The costs of such adjudication shall be borne by the liable party.

#### **Claims**

The Client accepts and understands that poor service, breakage, damage or theft must be reported within 24 hours of the date on which the Service was carried out.

In the case of breakage or damage, Xclusive Cleans will arrange repair or replacement of the item(s) if its personnel knowingly caused the damage.

Xclusive Cleans reserves the right not to be held responsible for incomplete or unsatisfactory Services, and no refund can be claimed by the Client for the Services in question, where:

- the Client has not adhered to these terms and conditions
- materials and equipment are not provided as agreed by the Client, or not in full working order
- a third-party present at the Client's premises has prevented Xclusive Cleans personnel from carrying out any part of the agreed Services
- wear or discolouring of fabric or items becomes more visible once the Services have been provided,
- failure to remove old or permanent stains that cannot be removed using the materials and equipment provided
- any damages caused by a faulty materials or equipment supplied by the Client.

#### **Force Majeure**

If Xclusive Cleans is prevented from carrying out Services because of circumstances beyond Xclusive Cleans control, such products and Services shall be suspended during any period of delay so caused. Instances include, but are not limited to, an act of God, riot, explosion, fire, flood, strikes, lockout, war, or government restrictions.

Whereby access to the property is gained by use of the key to the property being left in an agreed location on the premises by a client (for example a key safe or other safe location) and the key is not available, resulting in no access to the property at the agreed time of

appointment, this will be considered as a short notice change with less than 24 hours' notice and therefore a full-service charge will be applied to your booking.

**Entire Agreement**

These terms and conditions represent the entire agreement of the parties relating to any Services provided by Xclusive Cleans. No warranties, representatives or undertakings not expressly set out within these terms shall be binding on Xclusive Cleans. No third party (who is not the Client) shall have any rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

Xclusive Cleans reserves the right to make changes to any part of these terms and conditions without giving prior notice.

Signed - *Xclusive Cleans LTD*

**Client Signature –**

**Xclusive Cleans Ltd**

Chester | North Wales | Cheshire | Shropshire

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