

# Terms and Conditions of Business Agreement

## 1. INTRODUCTION

- 1.1 Ideal Home Cleaners (IHC) shall introduce a Self Employed Cleaner (SEC) to the Householder (HH) subject to the terms and conditions of this Business Agreement (BA). Changes to the number of hours specified, shall affect the Retainer payable to IHC and are subject to a minimum rate.
- 1.2 The HH shall pay IHC the Retainer quarterly in advance for the introduction of the SEC/s and on-going support during the BA.
- 1.3 This BA will be for a minimum initial period of 3 months as from the date of signature and shall continue thereafter on a quarterly basis.

## 2. PAYMENT OF THE IDEAL HOME CLEANERS RETAINER

- 2.1. The payment of 3 months' Retainer is payable once a SEC has been introduced to the HH.
- 2.2 The HH shall sign the standing order mandate authorising payment of the Retainer, quarterly in advance. IHC shall not forward the standing order mandate to the HH's bank until after a SEC has been retained by the HH.
- 2.3. The failure to pay any Retainer payment or to advise changes to hours shall constitute a serious breach of this BA

## 3. HOUSEHOLDER OBLIGATIONS

- 3.1 The HH shall retain the SEC under a "Contract for Services". The HH shall agree the terms directly with the SEC.
- 3.2. The HH shall provide a safe working environment and shall have adequate insurance cover in place against liabilities to the SEC.

## 4. OBLIGATIONS OF IDEAL HOME CLEANERS

- 4.1 IHC shall introduce a SEC to the HH in accordance with Clause 1.1.
- 4.2 Where the HH is unhappy with the SEC introduced by IHC and/or notifies IHC that the SEC's services are to cease permanently, IHC shall:
  - 4.2.1 endeavour to introduce a replacement SEC to the HH; and
  - 4.2.2 issue the HH with a refund or credit for any period that the HH is without a SEC following the HH's notification.
- 4.3 In the event that a suitable replacement SEC cannot be introduced to the HH, then termination under Clauses 7.1 and/or 7.2 may apply.
- 4.4 In performing its obligations under this BA, IHC shall use its reasonable care and skill.

## 5. INSURANCE

- 5.1. IHC shall provide Public Liability insurance of no less than £2,000,000 in respect of each SEC introduced to the HH.
- 5.2. Neither IHC nor its insurers shall be liable for the first £100 of any claim or for any claim of £100 or less in value. However, where Clause 6.2 applies, IHC shall be liable for the first £100 of any claim.
- 5.3. The HH shall not be covered by IHC's insurance policy in the following circumstances:
  - 5.3.1. where the Cleaner has not been subject to the IHC vetting programme;
  - 5.3.2. where the materials or equipment used by the Cleaner are not provided directly by the HH;
  - 5.3.3. where the terms of this Agreement are otherwise breached.
  - 5.3.4 where bleach has been made available to the SEC

## 6. LIABILITY

- 6.1. IHC shall not be liable for:
  - 6.1.1 any loss or damage in excess of the limit or the scope of its cover as described in Clause 5;
  - 6.1.2 any losses incurred by the HH as a result of any failure of a retained SEC to comply with his/her contractual obligations under the Contract for Services for whatever reason;
  - 6.1.3 failure of any retained SEC to return keys and any loss that may arise as a result;
  - 6.1.4 collusion or theft of property or possessions by a retained SEC.
- 6.2. IHC shall be liable to the Householder:
  - 6.2.1 where IHC has not fulfilled its obligations to perform with reasonable care and skill under this BA or has failed to perform its obligations at all or to any significant extent;
  - 6.2.2 for death or personal injury caused by its negligence.
- 6.3. Nothing in this Agreement shall affect the statutory rights of the HH as a consumer.

## 7. TERMINATION

- 7.1 IHC may terminate the Agreement at any time by giving not less than one calendar month notice in writing to the HH.
- 7.2. The HH may terminate the Agreement after an initial 2 month period by giving not less than one calendar month notice in writing to IHC.
- 7.3. If for whatever reason the initial payment has not been made to IHC at the time the HH serves notice of termination, the HH shall remain liable to make such payment to IHC.
- 7.4. Where the HH has committed a serious breach of the terms of the Agreement, IHC is entitled to terminate the Agreement immediately on written notice to the HH.
- 7.5. Where IHC has committed a serious breach of the terms of the Agreement, the HH is entitled to terminate the Agreement immediately on written notice to IHC. The balance of the Retainer paid to date for any period after the termination date shall be refunded to the HH.
- 7.6. For a period of twelve months following termination of the Agreement for any reason, the HH shall not engage, directly or indirectly, in any capacity whatsoever, any SEC who has been introduced by IHC.
- 7.7. It is the responsibility of the HH to ensure that the standing order mandate is cancelled. Payments received for any period after the BA has terminated shall incur an administration charge of £10.

## 8. GENERAL

- 8.1 All representations, rights and obligations entered into by HH/s are given or entered into jointly and severally. .
- 8.2 If any provision of this BA shall be found to be void, invalid or unenforceable, the remainder of this BA shall remain in full force and effect.
- 8.3. IHC reserves the right to amend the terms and conditions of this Agreement by informing the HH of changes by posting them to the Website not less than thirty (30) days before the changes are implemented.