

# Service Terms & Conditions

## 1. Definitions

- **1.1** Except to the extent expressly provided otherwise, in these Terms and Conditions following definitions apply:
  - **“The Company”, “We”, “Us”** – means the company with name: **Rosemond Property Services** registered in England and Wales No: **12584761**, registered address **31 Kings Avenue, London, United Kingdom, N21 3NA**
  - **“Client”** – means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the cleaning services are supplied by the Company.
  - **“Client’s Address”** – means the address where the Client has requested the cleaning service to be carried out.
  - **“Contracted Client”** – means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the cleaning services are supplied by the Company and have signed Agreement for Cleaning Services.
  - **“Cleaner”** – means the person, personnel or firm carrying out cleaning services on behalf of the Company;
  - **“Service”, “End of Tenancy Cleaning”, “EOT Cleaning”, “Move In / Out Cleaning”, “Deep Cleaning”** – means the cleaning services carried out on behalf of the Company;
  - **“Cleaning Visit”** – means the visit to the Client’s service address by the Cleaner in order to carry out the Service;
  - **“Contract”** – means a particular contract made under these Terms and Conditions between Rosemond Property Services and the Client;
  - **“Terms and Conditions”** – means all the documentation containing the provisions of the Contract, namely the main body of these Terms and Conditions and the Statement of Work, including any amendments to that documentation from time to time.

- **“Effective Date”** – means the date of execution of Agreement for Cleaning Services incorporating these Terms and Conditions;
- **“Agreement for Cleaning Services”** – means a written statement of work agreed by or on behalf of each of the parties;
- **“Charges”** – means the following amounts, calculated by multiplying the Company’s standard time-based charging rates (as notified by the Company to the Client before the date of the Contract) by the time spent by the Cleaner performing the Services (rounded up by the Company to the nearest half hour);
- **“Bank Transfer”** – means a payment between the Client bank account and the Company bank account.
- **“Deposit”** – means a sum of money, which is part of the full price of the Service.
- **“Client Premises”** – means any premises owned or controlled by the Client at which the parties expressly or impliedly agree the Cleaner of the Company shall provide Services.
- **1.2** Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.
- **1.3** The Headings contained in these Terms are for convenience only and do not affect their interpretation.

## 2. Contract

- **2.1** These Terms and Conditions represent a contract between Rosemond Property Services and the Client.
- **2.2** The Client agrees that any use of the Company’s services, including placing an order for services by telephone, email, website forms shall constitute the Client’s acceptance of these Terms and Conditions.
- **2.3** Unless otherwise agreed in writing by a director of the Company, these Terms and Conditions shall prevail over any other terms of business or conditions put forward by the Client.
- **2.4** No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the Company.

- **2.5** Both parties shall ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and codes of conduct.

### 3. Term

- **3.1** The Contract shall come into force upon the Effective Date or upon the date of the agreement with Terms and Conditions through website or email of the Company.
- **3.2** The Contract shall continue in force indefinitely or until all the Services have been completed and all the Charges have been paid in cleared funds.
- **3.3** Unless the parties expressly agree otherwise in writing, each Agreement for Cleaning Services shall create a distinct contract under these Terms and Conditions.

### 4. Services

- **4.1** The Company shall provide the Services to the Client in accordance with these Terms and Conditions.
- **4.2** The Company shall provide the Services with in accordance with the standards of skill and care.
- **4.3** If the Client believes that any element of the Services does not meet the standard specified in **Clause 4.2**, then the Client must promptly notify the Company and allow the Company to investigate the matter (including where applicable allowing the Company to inspect the results of those Services) and, if those Services do not meet that standard, re-perform those Services.

### 5. Quotations

- **5.1** End of Tenancy Cleaning service is charged per job taking into account the current condition, number of rooms, bathrooms, toilets, shower rooms and en-suites. Please note that the Company do not charge per hour per cleaner and

the number of operatives attending your property may vary. The number of operatives in a team cannot affect the initially quoted price.

- **5.2** The Company keeps the rights to have an additional charge up to £100 for over dirty properties.
- **5.3** The quoted price for End of Tenancy Cleaning and After Builders Cleaning does not include extras like carpet and upholstery steam cleaning, stripping and polishing floors, washing up dishes, taking more than 5 items out of cupboards and then putting them back in, dusting books, cleaning walls/ceilings, cleaning balconies/terraces, cleaning patios/gardens/. Those extra services are priced separately.
- **5.4** Carpet cleaning is charged per cleaning job. The quote depends on the size per square metre and the current condition of the rooms, the number of steps from the staircase etc.
- **5.5** The company uses national average room sizes when calculating quotations over the phone or email. The client must inform the Company if the rooms size is over the national average rooms size. (average double room size – 10.2m<sup>2</sup>; the average single room – 7.2m<sup>2</sup>).
- **5.6** All quotations are given by the Company following a request by the Client and shall remain open to acceptance for a period of 30 days from their date.
- **5.7** The Company reserves the right to amend the initial quotation, should the Client's original requirements change.
- **5.8** If there are any differences in the quoted price will be discussed with the Client prior to the start of the work.
- **5.9** In case of any changing of the quoted price and the Client doesn't accept the new price, the Company reserve the right to charge them 50% of the first quoted price (minimum £30).

## 6. Cost

- **6.1** New Clients, who have signed Agreement for Cleaning Services with the Company, are charged in accordance with the Price list of the Company or specific price rate described in the Agreement for Cleaning Service.

- **6.2** The Company reserves the right to change prices. In addition, the Company must give 14 days written notice to all existing Clients before the price change to take effect.

## 7. Client obligations

- **7.1** The Client shall promptly provide to the Company such access to the Client Premises as is reasonably required by the Company for the provision of the Services.
- **7.2** The Client shall maintain the Client Premises in good order for the supply of the Services and in accordance with all applicable laws.
- **7.3** The client must provide the company with access to running water, hot water, wastewater disposal facility, toilet facilities, electricity and adequate lighting in the premises where the service is provided. They all have to meet health and safety standards.

## 8. Equipment

- **8.1** If the Client has equipment that is complicated to operate, the Client must provide detailed instructions to the Cleaner.
- **8.2** If the Client does not have cleaning materials or value on utility, and the Client asks the Company to purchase said items on their behalf, the Client agrees that £5.00 service charge will apply and added to the cleaning materials bill.
- **8.3 Terms specified for Regular Domestic Cleaning or One-off Cleaning services:**
  - **8.3.1** Unless otherwise agreed in writing between the Client and the Company, the Client must provide cleaning materials (detergents, solutions, towels, cloths, gloves) and equipment (vacuum cleaner, iron, ironing board, mop, brush, broom etc.). All equipment must be safe to operate, in full working order.

- **8.3.2** If the Client does not provide cleaning materials or equipment or both, the Company can supply them according to the following conditions:
  - **a.** If the Company provides cleaning materials, the Client agrees to pay £1.50 more than hourly rate. In this case, the Company may take back all cleaning materials provided by the Company, after the Service.
  - **b.** If the Company provides equipment, the Client agrees to pay £3.00 more than hourly rate. In this case, the Company may take back all equipment provided by the Company, after the Service.
- **8.3.3** If the client has special requirements, the Client must provide a detailed list of specifications to the Cleaner prior to service commencing. If only a verbal description of the tasks has been provided, the Company shall not be responsible for any tasks not carried out.
- **8.4 Terms specified for End of tenancy Cleaning services:**
- **8.4.1** The Company shall provide all cleaning supplies and cleaning equipment necessary to carry out the service.
- **8.5 Terms specified for Carpet Cleaning services:**
- **8.5.1** The Company shall provide all cleaning supplies and carpet cleaning equipment required to carry out the service.
- **8.6 Terms specified for Upholstery Cleaning services:**
- **8.6.1** The Company shall provide all cleaning supplies and upholstery cleaning equipment required to carry out the service.
- **8.7 Terms specified for After Builders Cleaning services:**
- **8.7.1** The Company shall provide all cleaning supplies and cleaning equipment necessary to carry out the service.

## 9. Payment

- **9.1** The Company shall issue invoices for the Charges to the Client at any time after the relevant Services have been delivered to the Client or in advance of the delivery of the relevant Services to the Client.
- **9.2** Only unless otherwise agreed in written Agreement and signed by both parties, the Client must pay the Charges to the Company within the period of 3 calendar days following the issue of an invoice in accordance with this **Clause 9**

(Payment) in the form of a bank transfer, standing order or online payment by the Company's website ([www.dustbustersinn.com](http://www.dustbustersinn.com)).

- **9.3** The Company reserves the right to cancel services without notice due to non-cleared funds.
- **9.4** The Company reserves the right to cancel any contract and back charge additional for past services to reflect the balance of the standard rate(s) if any misleading or false information was used to obtain discounted services.
- **9.5** Except for Regular Domestic Cleaning service, all other services require the full amount of the quoted price payable on the booking day to the Company by phone via debit/credit card, bank transfer, cash or by the Company's online payment platform.
- **9.6** Payments by cheque are not accepted.
- **9.7** The Client agrees to and authorises the Company to charge his debit/credit card he has provided to the Company with any outstanding amounts owed to the Company.
- **9.8** The Client agrees to and understands that payments by debit/credit card may incur up to 2% card processing charge.
- **9.9** The Company reserve the right to cancel services without notice due to declined credit card transactions or non-cleared funds.
- **9.10** The Company reserves the right to charge interest on invoiced amounts unpaid for more than 3 days at the rate of 8% per annum above the Bank of England base rate from the due date until the date of actual payment under the Late Payments Act. In addition, the Company reserves the right to charge up to £100.00 charge for the cost of recovering a late commercial payment on top of claiming interest from it under the Late Payments Act.
- **9.11** If the Company is forced to refer the Client's account for collection to a third party then extra costs may be added to the outstanding amount by the debt collecting company.
- **9.12** The rates of payment by the Company shall be as agreed between the Company and the Client, or his representative. The Client or his representative shall make no reduction or retention from the sum due under any invoice.
- **9.13 Terms specified for Regular Domestic Cleaning services:**

- **9.13.1** Payments by cash must be paid to the Cleaner before the start of the cleaning service.
- **9.13.2** The Company reserve the right to not provide a cleaning service if the Client didn't pay the service before the service start.

## 10. Refunds

- **10.1** No refund claims will be made once the cleaning service has been completed.
- **10.2** Refund will be issued only if the Cleaner of the Company has not been able to carry out the cleaning due to reasons beyond the Client's responsibility.
- **10.3** In the case of the Client cancelling the service at least 24 hours before the service is due, Rosemond Property Services reserve the right to charge the Client 10% of the amount (minimum £30) for a cancellation fee.
- **10.4** In the case of the Client cancelling the service less than 24 hours before the service is due, Rosemond Property Services reserve the right to charge the Client 100% of the amount for a late cancellation fee.

## 11. Cancellation

- **11.1** All cancellation requirements must be in a written notice.
- **11.2** The Company reserve the right to cancel and not provide the service if the client's property does not meet the standard specified in **Clause 7.3**. In this case, the Company reserve the right to charge the full amount of the quoted price.
- **11.3** The Client waives the right to any claim in terms of quality of service if the client's property does not meet the standard specified in **Clause 7.3**.
- **11.4 Terms specified for Regular Domestic Cleaning services:**
  - **11.4.1** Only unless otherwise agreed in written Agreement and signed by both parties, the Client may cancel the services for no more than 30 days annual and no more than 10 cleaning visits annual.



- **11.4.2** If the Client wants to cancel more than two consecutive visits, the Client must give at least 7 days notice in writing to the Company.
- **11.4.3** The Client agrees to pay the full price of the cleaning visit if the Client changes or cancels the time or date less than 24 hours before the scheduled service.
- **11.4.4** The Client agrees to pay the full price of the cleaning visit if the Cleaner is unable to gain access to the Client's home, through no fault of the Company.
- **11.4.5** The Company reserve the right to charge the Client £50.00 late cancellation fee for cancelling more than two consecutive visits with less than 7 days notice in writing.
- **11.4.6** If the Client needs to change, a cleaning day or time the Company will do its best to accommodate him. A minimum 24 hours written notice before the service is required. Please note that the Company cannot guarantee that the same cleaner will be available on a new day and at the time, the Client requires.

## 12. Termination

- **12.1** Only unless otherwise agreed in written Agreement and signed by both parties, the Client may terminate the Contract by giving to the Company not less than 14 days written notice of termination, expiring after the end of the Minimum Term.
- **12.2** The Client agrees to pay a cancellation fee of £50.00 if no written notice is given.

## 13. Employment Referral Fee

- **13.1** Rosemond Property Services reserve the right to charge the Client employment referral fee of £800 per person, if he directly employs (either legally or on a cash basis) anyone currently employed/sub-contracted by Rosemond Property Services within the 1 year period prior to such employment. The Client understands and agrees that the Client must pay this

fee in all cases if it occurs. The Client further agrees to reimburse the Company all collections or legal fees the Company incurred in collecting this employment referral FEE.

## 14. Status of the Company

- **14.1** The Company is not an employee of the Client, but an independent contractor.

## 15. Insurance

- **15.1** The Company shall insure all work it undertakes. The Company's public liability insurance covers damages caused by a cleaning operative working on behalf of the Company. All claims are subject to an excess of £250.00.

## 16. Noticed

- **16.1** Any notice given under these Terms and Conditions must be in writing, whether or not described as "written notice" in these Terms and Conditions.
- **16.2** Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods using the relevant contact details set out in the Agreement for cleaning service or website.

## 17. Claims

- **17.1** The Company's public liability insurance will cover damages caused by a cleaning operative working on behalf of the Company up to £1,000,000. All claims are subject to an excess of £250.00.
- **17.2** The Client agrees to inspect the work immediately after its completion and to draw the Cleaner attention to any outstanding cleaning issues while the Cleaner is still on site. The Cleaner will carry out any such additional work to the Client's complete satisfaction.

- **17.3** If the Client instructs a third party to inspect the result from the cleaning then the Company must be notified in writing before completion of the service.
- **17.4** The Company may require entry to the location of the claim within 24 hours to correct the problem.
- **17.5** The Client agrees to report any problem within 24 hours in order to be accepted as a valid claim. If a problem occurs on a Saturday, it must be reported by Monday 12:00 in order to be accepted as a valid claim. Failure to do so will entitle the Client to nothing. The Company may require entry to the location of the claim within 24 hours to correct the problem. Any refunds or adjustments must be requested to the Company directly and subject to approval by the Company.
- **17.6** The Client waives his right to stop payment on his protest a credit/debit card charge unless the Company fails to make good on the guarantee shown in **Clause 21**.
- **17.7** While the Cleaner make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed. For this specific reason, the Company requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or not cleaned by the Cleaner.
- **17.8** The Company shall not be responsible for damage due to faulty and/or improper installation of any item. All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to clean without causing harm.
- **17.9** Client agrees that the Company shall not be responsible for stolen items or money from the Client Premises. In this case, the Company will fully cooperate with the Client and the police to solve the case as soon as possible. Please note that anyone currently employed/sub-contracted by Rosemond Property Services has passed Criminal Records Bureau (CRB) check at the beginning and no have criminal records. For this specific reason, the Company advice all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or hidden.
- **17.10** Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law

together by the Company and the Insurance provider(s). Monetary compensation, as well as legal fees, may incur.

- **17.11** No claims shall be entertained if the Client has an outstanding balance.
- **17.12** Key replacement/locksmith fees are paid only if the Cleaner lose keys of the Client. There is up to £50 per location liability limit.
- **17.13 Terms specified for End of tenancy Cleaning services:**
- **17.13.1** The Client may ask by email only of the Company for re-clean of the Client's premises for free within 72 hours of the completion of the service only if the following conditions are met:
  - **a.** The Client has paid full price of the Service.
  - **b.** No one has used the Client Premises after the service.
  - **c.** Provide to the Company a checkout report, from the property agency or independent third party.

## 18. Complaints

- **18.1** All complaints must be reported on the same day in writing by email In addition, the Client has to provide to the Company, pictures as evidence for the complaint.
- **18.2** All services shall be deemed to have been carried out to the Client's satisfaction unless written notice detailing the complaint is received by the Company within 24 hours of service completion. The Company will fully investigate any complaint and attempt to resolve it to the satisfaction of the Client, or alternatively to a reasonable standard.
- **18.3** The Client agrees to allow the Company back to re-clean any disputed areas/items or repair damaged items, before making any attempts to clean those areas/items himself or arranging a third party to carry out cleaning or repair services with regards to the above. Failure to do so will void our Company Guarantee and we will consider the matter fully settled. If payment has not been received in full or has been stopped by the Client, we will immediately refer the account for collection.

## 19. Liability

- **19.1** The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with:
  - **a.** Its failure to carry out its services as a result of factors that are beyond its control. Factors beyond its control include acts of God, floods, severe weather conditions, and inability to gain access to premises, lack of appropriate resources, such as water, hot water, electricity, and lighting;
  - **b.** The late arrival of the Cleaner at the service address. The Company endeavours to be right on time on any visit but sometimes due to transport related and A cleaning job not complete due to the lack of suitable/enough cleaning materials, lack of hot water or electricity, or equipment not in full working order;
  - **c.** The Client/Third party entering or present at the Client's premises during the cleaning process;
  - **d.** The Company carrying out services for the Client if the Client has an outstanding amount;
  - **e.** An existing damage to Clients property in the form of old stains/burns/spillages etc. which cannot be cleaned/removed completely by the Cleaner using the Client's cleaning equipment and materials and in accordance with the industry standard cleaning methods as described in the Company's method statements;
  - **f.** Any damages caused by faulty/not in full working order equipment or materials supplied by the Client;
  - **g.** Any damages worth £50.00 or less;
  - **h.** Other problems which are beyond the Company's control, the Cleaner may arrive with a delay or the cleaning visit may be re-scheduled;
  - **i.** Non-satisfactory result from the service due to the Client or third party walking on wet floors or using appliances during or shortly after the cleaning process.

- **19.2** The Company shall not be liable for any odours arising during and/or after cleaning when this is due to factors such as, lack of ventilation, and/or appropriate heating.
- **19.3** The Client agrees to and understands that the Company may record all incoming and outgoing phone conversations for quality control, record keeping and back-referral for any inquiries or investigations.
- **19.4** The Client agrees to give a permission of the Company to make pictures in the property as a proof of their cleaning or as a proof the damage made it before the cleaning service.

## 20. Supplementary Terms

- **20.1** If the Client requests keys to be collected by the Cleaner from a third party's address outside the postal code of the Client's address then a £15.00 charge will apply. The charge will cover only the pick up of keys. If the Client said keys need to be returned back to the third party's address or any other address another charge of £15.00 will apply.
- **20.2** The Company, reserves the right to re-evaluate rates at any time should the Client's initial list of tasks changes.
- **20.3** The Company reserves the right to amend the initial quotation, should the Client's original requirements change. Any differences of the quote will be discussed with the Client prior to the start of the work.
- **20.4** If any estimates of how long it will take the Cleaner to do the job required are being provided that is only an estimate based on the average time it takes to clean a home of similar size to the Client's, it is difficult to estimate precisely how long such tasks may take and that a degree of flexibility may be required.
- **20.5** The quotation excludes the clearing of debris created by tradesman or building work unless otherwise stated in writing.
- **20.6** The Cleaner is happy to move furniture. Due to Health and Safety regulations, one Cleaner will attempt to move only furniture that requires no more than one person.
- **20.7** Cleaning of Venetian blinds is optional at an additional cost of £10.00 per 1 regular window.

- **20.8** The Company shall arrange an immediate replacement if should the Cleaner cannot attend a scheduled visit, and will inform the Client prior to the visit.
- **20.9** After Builders Cleaning service, Event Cleaning or badly neglected homes may take up to three times longer than a well-maintained home requiring general cleaning. Therefore, the Company advises the Client to ask for our special cleaning services: After Builders Cleaning or Event Cleaning.
- **20.10** If any estimates of how long it will take the Cleaner to complete the job are being provided those are only estimates based on the average time it takes to clean a home or an office of similar size to the Client's, it is difficult to calculate precisely how long such tasks may take and that a degree of flexibility may be required. Please note that one off cleans may take longer to complete due to longer intervals between cleaning sessions, number and type of cleaning tasks required when compared to the regular maintenance cleaning of the same property.
- **20.11** The Client understands that the price he has been quoted is not for a "package deal" and does not include anything apart from cleaning labour.
- **20.12** The Cleaner is not allowed to hand wash any items of clothing belonging to the Client. The Company advises that the Cleaner can only use a washing machine for such tasks.
- **20.13** All fragile and highly breakable items must be secured or removed from the Client before the cleaning.
- **20.14** The Cleaner is not allowed to use and work with bleach or bleach containing products. The Company advises the Client to avoid supplying such products to the Cleaner. The Company shall not be liable under any circumstances for any damages to Client's property caused by bleach/bleach containing products.
- **20.15** The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The Company may add to or alter these Service Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts. Please refer to your copy of these Service Terms and Conditions.

- **20.16** The Client shall ensure that all valuables are stored away when work is carried out and that the property is supervised by the Client or his representative at all times during the course of the work. The Company shall not be responsible for the Clients failure to comply with this obligation.
- **20.17** The provisions of this contract are not intended to confer any benefit upon Third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999, are hereby expressly excluded from this agreement.

## 21. Guarantee

- **21.1** The Company has built its business and reputation by providing its Clients with the best possible cleaning service available. Still, the Company realises, that because the Cleaner are human beings and they sometimes make mistakes. For this reason, the Company offers you a guarantee. If the Client is not satisfied with the cleaning standard of certain areas after the cleaning, the Cleaner may come back to the Client's home and re-clean those areas to his complete satisfaction within 24 hours.
- **21.2** Our guarantee is subject to a complaints notice in writing, no later than 24 hours after the completion of the service.

## 22. Law

- **22.1** These Terms are governed by the laws of England and Wales, and are subject to the exclusive jurisdiction of the Courts of England, and Wales.