
TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of domestic cleaning services by Top Down Cleaning Services (“the Company”) to customers who require their homes to be cleaned on a regular or fortnightly basis.

These Terms and Conditions apply where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“ Agreement ”	means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions [. Our standard form of Agreement is attached as Schedule 1];
“ Agreed Times ”	means the times which You and We agree for the Cleaner to have access to the Property to provide the Cleaning Services [as specified in the Agreement];
“ Business ”	means any business, trade, craft or profession carried on by You or any other person/organisation;
“ Cleaner ”	means Our employee who will be responsible for providing the Cleaning Services;
“ Cleaning Services ”	means the cleaning services We will provide as specified in the Agreement;
“ Consumer ”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Company who receives Cleaning Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
“ Model Cancellation Form ”	means the model cancellation form attached as Schedule 2;
“ Monthly Fee ”	means the fee You are to pay for the Cleaning Services as specified in the Agreement;



“Order”	means Your initial request for Us to provide the Cleaning Services
“Property”	means Your home, as detailed in the Order and the Agreement, at which We are to provide the Cleaning Services;
“You/Your”	means a Consumer who is a customer of the Company.
“Quotation”	means the quotation We give to You in accordance with detailing the services We will provide to You and the fees We will charge;
“Service Period”	means a period of one month beginning on the Start Date and repeating until the Agreement is cancelled or terminated;
“Start Date”	means the date You and We agree on for Us to start providing the Cleaning Services as specified in the Agreement;
“Visit”	means any occasion, scheduled or otherwise, on which the Cleaner visits the Property to provide the Cleaning Services;
“We/Us/Our”	means the Company and includes all employees, agents and sub-contractors of the Company;

- 1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, [text message,] fax or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include the other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.



2. Information about Us

- 2.1 We are a family-run business.
- 2.2 Our Kent office is at 1 Paddock Close, Sholden, Deal CT14 0AE
- 2.3 Our London Office is at 103 Colegrave Road E15 1DZ
- 2.4 All our teams are fully trained.
- 2.5 They are uniformed.
- 2.6 All our staff are fully vetted and insured.
- 2.7 Our training and working practices are designed to ensure that we comply with all applicable health and safety regulations.

3. Communication and Contact Details

- 3.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 07748574609 or by email at info@topdowncleaning.co.uk
- 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
 - 3.2.1 contact Us by email at paula.francis@topdowncleaning.co.uk ; or
 - 3.2.2 contact Us by pre-paid post at Top Down Cleaning, 1 Paddock Close, Sholden, Deal CT14 0AE

4. Orders

- 4.1 We accept orders for Cleaning Services through emails and telephone.
- 4.2 When placing an Order You should set out, in detail, the Cleaning Services required. Details required include the location and size of the Property, number and type of rooms which are to be cleaned, the frequency of Visits required and the type(s) of cleaning required. We will provide You with an order form containing prompts for all required information. All such details are set out in the Agreement.
- 4.3 Once the Order is complete and submitted We will prepare a Quotation and send it to You either by email or first class post or telephone The Quotation will set out the required Monthly Fee .
- 4.4 You may make changes to the Order and Quotation before accepting it. You may accept the Quotation by telephone, email or first-class post.

5. Fees and Payment

THE CLEANING COMPANY WILL REQUIRE EITHER A PARKING SPACE OR VALID PERMIT FOR ONE VEHICLE, OR METERED PARKING IS TO BE PAID FOR BY THE CUSTOMER IN ORDER FOR THE CLEANING COMPANY TO CARRY OUT ANY CLEANING SERVICES.

- 5.1 We will invoice You at the end of the month for the Cleaning Services provided.

- 5.2 You must pay each invoice within 7 days of receiving it.
- 5.3 If You do not pay an invoice by the due date, we may charge You interest on the overdue sum at the rate of 5 % above the base rate of NatWest Bank from time to time until payment in full is made. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 5.4 If You have promptly contacted Us to dispute an invoice in good faith We will not charge interest while such a dispute is ongoing.
- 5.5 The Consumer agrees to pay the monthly fee via Standing order, Bank Transfer or Cheque.

6. Cleaning Services

- 6.1 We will provide the Cleaning Services in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between You and Us from time to time)
- 6.2 We will begin to provide the Cleaning Services on the Start Date and will continue to provide the Cleaning Services until the Agreement is terminated by You or Us in accordance with these Terms and Conditions.
- 6.3 We will use reasonable endeavours to ensure that You are always assigned the same Cleaners. If a particular Cleaner is unavailable We will inform You of any change prior to a Visit.
- 6.4 We will ensure that the Cleaning Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best practice in the cleaning market.
- 6.5 We will ensure that We comply with all relevant codes of practice.
- 6.6 They should not be asked to move heavy furnishings; wash dishes that have been left for days; clean chandeliers and very high tops; dispose of personal hygiene or similar items or clean outside the building.
- 6.7 Under no circumstances will the Cleaner move heavy furniture or other items in order to provide the Cleaning Services.
- 6.8 Unless specifically agreed at the time of the Order, the Cleaner will not make or change beds, and will not clean any items which appear to be antique or fragile or which, in the Cleaner's reasonable judgement, may be damaged as a result of cleaning.
- 6.9 If You require kitchen cupboards, fridges or freezers to be cleaned internally You must empty them prior to the Visit on which they are to be cleaned.
- 6.10 We will not dispose of any waste/rubbish we only dispose of any waste that results from provision of the Cleaning Services unless requested. Rates need to be discussed prior to any waste/rubbish removal.
- 6.11 If cleaning work beyond the normal remit of the Cleaning Services is required (to clean up a serious spillage, for example) We will first obtain Your consent to perform such work and will add the costs of such work to the invoice for the Service Period in which the work takes place.
- 6.12 We do endeavour to provide the same cleaning team where appropriate or requested. However this may not always be possible due to holidays, absences,



varying cleaning frequencies & other commitments.

7. Your Obligations

- 7.1 You shall provide the company with a cleaning specification sheet, detailing the areas, s/he requires cleaning.
- 7.2 You will ensure that the Cleaner can access the Property at the Agreed Times to provide the Cleaning Services.
- 7.3 You may either give the Cleaner a set of keys to the Property or be present at the Agreed Times to give the Cleaner access. We promise that all keys will be kept safely and securely by Cleaners.
- 7.4 You must ensure that the Cleaner has access to electrical outlets and a supply of hot and cold running water.
- 7.5 You must give Us at least 24 hours' notice if You do not require the Cleaner to provide the Cleaning Services on a day or at a particular time. We will not invoice for cancelled Visits provided such notice is given. If less than 24 hours' notice is given We will invoice You per section 9.1.

8. Complaints and Feedback

- 8.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 8.2 Complaints are accepted verbally over the phone and in writing (letter, e mail or Fax). Complaints must be reported on completion or in the following 24-hour.
- 8.3 Top Down Cleaning Services may take up to 5 working days to respond to a complaint. This may be longer if it is over the Christmas break.
- 8.4 In case of damage Top Down Cleaning Services will repair the item at its cost. If the item cannot be repaired Top Down Cleaning Services will rectify the problem by crediting the customer with the item's present actual cash value toward a like replacement from Top Down Cleaning Service source upon payment of cleaning services rendered.
- 8.5 The Customer accepts and understands that poor service, theft, breakage or damage must be reported to management within 24 hours from the date the clean was undertaken. Failure to do so will entitle the Customer to no refunds or re-cleans. After this time it is very hard to determine the cause of any incidents.
- 8.6 Occasionally something may be missed. If this occurs, you should let us know within 24 hours of the clean taking place. We will send a team to re-clean the missed items. You must allow the cleaner to return and you should be present at this time in order to confirm that the work has been carried out to your satisfaction. We reserve the right to return a cleaner not more than once.

9. Cancellation

- 9.1 All orders will incur a cancellation charge of 50% if cancelled less than 24 hours



from the job starting time and 10% or all deposits paid if cancelled less than 72 hours.

10. Termination

- 10.1 Either party may terminate an Engagement at any time by giving at least 30 days' written notice to the other party unless otherwise provided for in the Quotation expiring at any time after the end of the Minimum Term.
- 10.2 Either party may terminate an Engagement immediately by giving written notice to the other party if the other party:
- a) commits any material breach of any provision of these Terms of Business or the relevant Quotation, and:
 - (i) the breach is not remediable; or
 - (ii) the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so; or
 - b) persistently breaches these Terms of Business and/or the relevant Quotation.
- 10.3 Either party may terminate an Engagement immediately by giving written notice to the other party if
- a) the other party:
 - (i) ceases to conduct all (or substantially all) of its business;
 - (ii) is or becomes unable to pay its debts as they fall due.

11. Events Outside of Our Control (Force Majeure)

- 11.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control .
- 11.2 If any event described under this Clause 11 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 11.2.1 We will inform You as soon as is reasonably possible;
 - 11.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;



11.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Cleaning Services as necessary;

11.2.4 You or We may terminate the Agreement .

12. Insurance and Liability

12.1 Top Down Cleaning Services has Public liability insurance. The policy will cover any accidental damages caused by an operator working on behalf of 'Top Down Cleaning Services', reported within 24 hours of service date.

12.2 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 £50.00.

12.3 We are not responsible for any existing damage to Customer's property in the form of old stains/burns/spillages etc. which cannot be cleaned/removed completely by the Cleaning Company using the industry standard cleaning methods.

12.4 If We cause any damage to the Property, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Cleaning Services.

12.5 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.

12.6 We will do our best to make sure your appliances are cleaned to a high standard. However, if they have not been cleaned since they were purchased regrettably we will not be liable for ingrained dirt that cannot be removed using chemicals.

12.7 We suggest, without acceptance of any liability, that all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and/or not cleaned by the Cleaning Company and for the avoidance of doubt the Company accepts no liability for any loss or damage howsoever caused.

12.8 We are not liable for any damages caused by a faulty or not in full working order detergents/equipment supplied by the consumer .

12.9 If the Consumer wishes for blinds to be cleaned, Top Down Cleaning Services and it's cleaning technicians are not liable for any damage/breakages caused to any blinds during our cleaning process.

12.10 Items which are antique, irreplaceable, hard to find, etc. should be pointed out prior to our visit and unless authorised by yourselves will not be cleaned as they are not covered by our breakage policy.

12.11 The Company shall not be liable under any circumstances for any loss, damages, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Consumer arising from or any way connected with the Company carrying out services for the Consumer if the Consumer has an outstanding amount due aged 14 days or more.



12.12 All our teams are fully trained and endeavour to treat your home and possessions with the greatest care.

13. How We Use Your Personal Data (Data Protection)

13.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR.

14. Equal Opportunities

17.1 Top Down Cleaning is an equal opportunities employer. We recruit our staff on the basis of their ability to do the job and aim to ensure that all our staff are treated equally regardless of ethnic origin, religion, sex, age, marital status, nationality, sexual orientation or disability.

15. Health and Safety:

18.1 The cleaners are forbidden to conduct any cleaning duties at height that require the use of ladders, stools, steps or similar items. Working at height can only be conducted using equipment supplied by us.

18.2 Please inform us of any possible hazards in your home to minimise the risk of accident e.g. loose shelves, worktops, previously broken items etc.

16. Law

16.1 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.

By ordering Top Down Cleaning Service's service by telephone or e-mail, the customer agrees to be bound by Top Down Cleaning Service's terms and conditions.



SCHEDULE 1

SERVICE AGREEMENT

THIS AGREEMENT is made the 16th day of August 2018

BETWEEN:

- (1) Top Down Cleaning Services and
- (2)

BACKGROUND:

- (1) The Company provides cleaning services to consumer clients and has reasonable skill, knowledge and expertise in that field.
- (2) The Customer wishes to engage the Company to provide the services specified below ("the Cleaning Services").
- (3) The Company agrees to provide the Cleaning Services to the Customer, subject to the attached Terms and Conditions and the terms of this Agreement.

IT IS AGREED as follows:

1. The Agreement

- 1.1 This Agreement incorporates the attached Terms and Conditions.
- 1.2 In this Agreement, words with initial capital letters have the same meaning as they have in the Terms and Conditions.
- 1.3 A legally binding contract between You and Us will be created when You and We sign this Agreement.
- 1.4 We confirm, and You acknowledge that We have given or made available to You the following information (save for where such information is already apparent from the context of the transaction):
 - 1.4.1 The main characteristics of the Cleaning Services;
 - 1.4.2 Our identity and contact details;
 - 1.4.3 The total price payable for the Cleaning Services including taxes or, if the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 1.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Cleaning Services;
 - 1.4.5 Our complaints handling policy;



1.4.6 The duration of this Agreement, where applicable, or if this Agreement is of indeterminate duration or is to be extended automatically, the conditions for terminating it.

1.5 As required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

1.5.1 all of the information described and

1.5.2 any other information which We give to You about the Cleaning Services or about Us which You take into account when entering into this Agreement or when making any other decision about the Cleaning Services will be part of the terms of Our contract with You as a Consumer.

2. The Cleaning Services

2.1 We will:

2.1.1 begin to provide the Cleaning Services on the Start Date of;

2.1.2 4th of September 2018. (Fortnightly)

2.1.3 provide the Cleaning Services during the Agreed Times of 12 months or such other times as You and We may agree in writing;

2.1.4 provide the Cleaning Services at the Property located at

2.2 The specification for the Cleaning Services is by the Consumer instructions.

2.3 You and We may agree in writing to vary the specification from time to time.

3. Fees and Payment

3.1 Monthly Fee of for the Cleaning Services.

SIGNED for and on behalf of the Company by:

Paula Francis

Authorised Signature

Date: _____

SIGNED by the Customer:

Signature

Date: _____



SCHEDULE 2

MODEL CANCELLATION FORM

To: Top Down Cleaning Services

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) contract for cleaning services dated _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s): _____

Date: _____