

TERMS AND CONDITIONS

1. DEFINITIONS

For the purpose of this Agreement:

- 1.1 The term "Householder" means the Householder or Householders whose details appear overleaf, and the singular term shall be deemed to include the plural where applicable;
- 1.2 The term "IPS Homeclean" means IPS Homeclean Ltd (registered in England and Wales with company number 8458789).
- 1.3 The term "Retainer" shall mean the payments stated overleaf to be made by the Householder to IPS Homeclean;
- 1.4 The term "Website" means the website at www.ipshomeclean.co.uk operated by IPS Homeclean Ltd; and
- 1.5 The term "Cleaner" means a cleaner from the database of cleaners maintained by IPS Homeclean.

2. AMENDMENTS

- 2.1 IPS Homeclean reserves the right to amend the terms and conditions of this Agreement, and shall inform the Householder of such changes by posting them to the Website, and/or sending or otherwise providing them to the Householder, not less than thirty (30) days before implementation of such changes.

3. INTRODUCTION

- 3.1 IPS Homeclean shall introduce a Cleaner to the Householder subject to the terms and conditions of this Agreement, to provide the hours of work specified overleaf as may be varied from time to time by prior agreement between the Householder and the Cleaner subject to the Householder's compliance with the minimum Retainer specified by IPS Homeclean from time to time. Note that changes to the number of hours shall affect payment to IPS Homeclean.
- 3.2 The Householder shall pay IPS Homeclean the Retainer for the introduction of the Cleaner and ongoing support for the duration of the Agreement.
- 3.3 This Agreement will be for a minimum initial period of two months as from the date of signature and shall continue thereafter on a month-to-month basis.

4. PAYMENT OF RETAINER

- 4.1 The Householder shall sign, and return to IPS Homeclean, the standing order mandate authorising payment of the Retainer, as specified overleaf, to be made from the Householder's bank to IPS Homeclean monthly in advance. Such payments shall continue until the Agreement is terminated in accordance with Clause 9 or cancelled under Clause 10.
- 4.2 The payment of the Retainer for the initial period is payable on signature of the Agreement. However, IPS Homeclean shall not forward the standing order mandate for future payments to the Householder's bank until after a Cleaner has been retained by the Householder.
- 4.3 Any change to the hours as stated overleaf should be reported in advance to IPS Homeclean by the Householder and shall be subject to the appropriate adjustment to the amount of the Retainer.
- 4.4 If a Cleaner is retained by the Householder for more hours than originally agreed, without the Householder paying an additional fee to IPS Homeclean, IPS Homeclean reserves the right to claim the additional fee due, plus interest, for any period that the additional fee became payable but remained unpaid.
- 4.5 Where the payment by the Householder of the Retainer or any other sum payable under this Agreement is not received by IPS Homeclean by the due date, IPS Homeclean reserves the right to charge the Householder interest at the prevailing Bank of England Base Rate plus 2% for each day that the total amount outstanding or any part of it remains unpaid.

- 4.6 The failure to pay any Retainer payment for more than one month shall constitute a serious breach for the purposes of Clause 9.3 and IPS Homeclean shall accordingly be able to terminate this Agreement without prejudice to its right to charge interest on the overdue amount and/or to recover the outstanding amounts and its reasonable costs incurred in so doing.

5. HOUSEHOLDER OBLIGATIONS

- 5.1 The Cleaner is introduced to the Householder as a self-employed cleaner and the Householder shall retain the Cleaner under a "Contract for Services", which for the avoidance of doubt shall be a separate contractual arrangement between the Householder and the Cleaner only. The Householder shall agree directly with the Cleaner the terms of that contract.
- 5.2 The Householder shall agree with the Cleaner directly what services are to be performed by the Cleaner, and such services shall form the basis of the Cleaner's obligations under the Contract for Services to be entered into. The Householder may change the scope and manner of the services contracted for under the terms of the Contract for Services at any time by reaching mutual agreement with the Cleaner.
- 5.3 The Householder shall pay any Cleaner retained by the Householder at the rate agreed in the Contract for Services and such fees shall be paid directly to the Cleaner in accordance with that agreement.
- 5.4 The Householder shall provide a safe working environment for the Cleaner at all times.

6. OBLIGATIONS OF IPS Homeclean

- 6.1 IPS Homeclean shall introduce a Cleaner to the Householder in accordance with Clause 3.1.
- 6.2 Where the Householder is unhappy with the Cleaner introduced by IPS Homeclean and/or notifies IPS Homeclean that, for whatever reason, the Cleaner's services are to cease permanently, IPS Homeclean shall:
 - 6.2.1 endeavour to introduce a replacement Cleaner to the Householder; and
 - 6.2.2 issue the Householder with a refund or credit for any period that the Householder is without a Cleaner following the Householder's notification of the same, save to the extent that by agreement with the Householder the replacement Cleaner provides additional services to compensate the Householder for services not received by the Householder during the period when there was no Cleaner retained. In such circumstances, the Agreement shall continue unaffected and all of the terms shall continue to apply.
- 6.3 In the event that a suitable replacement Cleaner cannot be found and introduced to the Householder, then termination under Clauses 9.1 and/or 9.2 may apply.
- 6.4 In performing its obligations under this Agreement IPS Homeclean shall use its reasonable care and skill.

7. INSURANCE

- 7.1 In respect of each Cleaner introduced by IPS Homeclean and retained by the Householder, IPS Homeclean shall provide Public Liability insurance.
- 7.2 The limit of the cover of the Public Liability insurance is no less than a minimum of £2,000,000. Neither IPS Homeclean nor its insurers shall be liable for the first £100 of any claim nor for any claim of £100 or less in value. However, where Clause 8.2 applies, IPS Homeclean may also be liable for the first £100 of any claim.
- 7.3 The Householder shall have adequate insurance cover in place against liabilities to the Cleaner and shall produce to IPS Homeclean a copy of the appropriate insurance policy and certificate if so requested by IPS Homeclean. (This may be in the form of a general household insurance policy.)

- 7.4. The Householder shall not be covered by IPS Homeclean's insurance policy in the following circumstances:
- 7.4.1. where the cleaner is not introduced by IPS Homeclean;
 - 7.4.2. where the materials or equipment used by the Cleaner are not provided directly by the Householder;
 - 7.4.3. where the terms of this Agreement are otherwise breached.
- 7.5. No claims for bleach damage shall be accepted.
8. LIABILITY
- 8.1. Subject to Clause 8.2 below, IPS Homeclean shall not be liable for:
- 8.1.1 any loss or damage in excess of the limit of its Public Liability insurance cover or outside the scope of its cover, as described in Clause 7;
 - 8.1.2 any losses incurred by the Householder as a result of any failure of a retained Cleaner to comply with his or her contractual obligations under the Contract for Services for whatever reason;
 - 8.1.3 failure of any retained Cleaner to return keys and any loss that may arise as a result;
 - 8.1.4 collusion or theft of property or possessions by a retained Cleaner.
- 8.2. IPS Homeclean shall be liable to the Householder:
- 8.2.1 where IPS Homeclean has not fulfilled its obligations to perform with reasonable care and skill under this Agreement or has failed to perform its obligations at all or to any significant extent;
 - 8.2.2 for death or personal injury caused by its negligence.
- 8.3. Nothing in this Agreement shall affect the statutory rights of the Householder as a consumer.
9. TERMINATION
- 9.1. IPS Homeclean may terminate the Agreement at any time by giving not less than one calendar month's notice in writing to the Householder. In such circumstances, the balance (if any) of the Retainer for the period after expiry of the notice shall be refunded to the Householder. Clauses 9.5 - 9.7 shall continue to apply.
- 9.2. The Householder may terminate the Agreement to take effect at any time after the initial 2 month period by giving not less than one calendar month's notice in writing to IPS Homeclean. In such circumstances, the balance (if any) of the Retainer for the period after expiry of the notice shall be refunded to the Householder unless expiry of the notice falls within the initial period in which case the Agreement shall terminate immediately after the initial period and without refund. If for whatever reason the initial payment has not been made to IPS Homeclean at the time the Householder serves notice of termination, the Householder shall remain liable to make such payment to IPS Homeclean. Clauses 9.5 - 9.7 shall continue to apply. (The provisions of this Clause 9.2 do not affect the rights of the Householder in respect of cancellation as set out in Clause 10.)
- 9.3. Notwithstanding Clause 9.1, where the Householder has committed a serious breach of the terms of the Agreement, IPS Homeclean is entitled to terminate the Agreement immediately on written notice to the Householder, and, where applicable, IPS Homeclean shall take further action in connection with the said serious breach. Clauses 9.5 - 9.7 shall continue to apply.
- 9.4. Notwithstanding Clause 9.2, where IPS Homeclean has committed a serious breach of the terms of the Agreement, the Householder is entitled to terminate the Agreement immediately on written notice to IPS Homeclean. In such circumstances, the balance of the Retainer for the remainder of the then current quarter shall be refunded to the Householder. In these circumstances, the remainder of this Clause 9 shall not apply to the Householder.
- 9.5. For a period of twelve months following termination of the Agreement for any reason, the Householder shall not engage, directly or indirectly, as an employee, contractor, agent or otherwise any Cleaner who has been introduced by IPS Homeclean to the Householder. If the Householder does so engage a Cleaner in contravention of this Clause, then IPS Homeclean shall institute proceedings against the Householder to recover damages and costs.
- 9.6. Where the Householder cancels the standing order mandate without giving one calendar month's notice to IPS Homeclean in writing, IPS Homeclean reserves the right to charge the Householder for any reasonable expenses incurred in respect of that cancellation in addition to any outstanding fee that remains due and payable plus interest.
- 9.7. It is the responsibility of the Householder to ensure that the standing order mandate paying the Retainer to IPS Homeclean is cancelled by the Householder's bank upon termination of the Agreement. Payments received for any period after the Agreement has terminated shall incur an administration charge of up to a maximum of £25, the actual amount to be the costs and expenses incurred by IPS Homeclean in returning any such payment.
10. CANCELLATION
- 10.1. IMPORTANT NOTICE: Please refer to the Notice of the Right to Cancel which forms part of this Agreement. The following provisions of this Clause are in addition to, and shall not affect, the statutory rights of the Householder as a consumer.**
- 10.2. Should the Householder serve notice of cancellation in accordance with the Notice of the Right to Cancel and the Householder has requested in writing that IPS Homeclean should provide services during the cancellation period and agreed to be responsible for the costs of those services, IPS Homeclean shall return the initial payment made less an administration charge of a sum not exceeding £50, the actual amount to be the costs and expenses incurred by IPS Homeclean in performing the Agreement up to that point. If for whatever reason the initial payment has not been made to IPS Homeclean the Householder shall pay such administration charge to IPS Homeclean on request.
- 10.3. The provisions of Clauses 9.5 to 9.7 shall apply on cancellation of the Agreement under this Clause.
- 10.4. The provisions of Clause 10.2 shall not apply if the Householder terminates the Agreement in response to a serious breach by IPS Homeclean.
11. GENERAL
- 11.1. Unless expressly stated otherwise, all representations, rights and obligations entered into by persons named as the Householder overleaf, if more than one, are given or entered into jointly and severally by each of those persons. Accordingly IPS Homeclean may take action against any one or more of such persons and may release or compromise the liability of any one or more of such persons without affecting the liability of the other(s).
- 11.2. If any provision of this Agreement shall be found to be void, invalid or unenforceable, whether by a court of law, agreement of the parties or otherwise, the remainder of this Agreement shall remain in full force and effect notwithstanding any such invalidity, illegality or unenforceability but the provision in question shall be deleted.
- 11.3. The Householder agrees to IPS Homeclean passing its non-financial personal data to IPS Homeclean Ltd who may use it for administrative purposes only. Such data shall not be used by IPS Homeclean Ltd for marketing purposes nor shall it be passed to any third party unless required to do so by law.
- 11.4. Any notice under this Agreement shall be in writing and (with the exception of the Notice of the Right to Cancel) shall be effective on actual or deemed receipt. Notice shall be given by personal service or by first class prepaid mail or by e-mail and shall be addressed to IPS Homeclean or to the Householder, as appropriate, at one of the addresses stated overleaf. Either party may, by written notice to the other, change the address to which notices to it may be sent. Deemed receipt shall occur in the case of personal service or e-mail on delivery and in the case of first class prepaid mail on the second working day after posting.