

Terms & Conditions

DEFINITIONS & INTERPRETATION: Commercial Cleaning Terms (Business Premises)

1.1 In these Terms & Conditions: Client” means the individual, company or organization identified as the client in the Form of Agreement, a verbal agreement or written communication.

“Contract” means the contract for cleaning services between the firm and the client comprising the Form of Agreement, a verbal agreement or written communication and these Terms of Business and the schedule.

“Services” means the cleaning services described in the schedule.

“Site” means the place or places identified in the schedule where the services are to be performed.

1.2 These Terms of Business are the only terms on which the firm contracts with its clients and any other terms put forward by the client are excluded.

2. PROVISION OF SERVICES

The Kleen Team Ltd will provide the services in accordance with the contract, including staff, equipment and cleaning materials.

3. DURATION

The initial period of the contract is 12 months unless a different period is specified in the schedule or agreed in writing before the service commenced. Unless terminated early in accordance with these Terms of Business, the contract will continue after the initial period until terminated by either the client or The Kleen Team Ltd by giving at least one month’s written notice to the other expiring at the end of a calendar month.

4. FEES AND PAYMENT

4.1 The Kleen Team Ltd will submit invoices on a monthly basis and all invoices are due for payment within 30 days unless agreed otherwise, and if none, then, in the case of monthly contracts, end of the month following date of invoice. In the case of any one-off contract or series of one-off contracts, payment is due from the client on receipt invoice.

4.2 Any query concerning an invoice must be raised within three days of the date of issue and the firm will respond promptly. The client is not entitled to withhold any payment without The Kleen Team Ltd prior written consent.

4.3 If any payment is not made on the due date. The Kleen Team Ltd is entitled to claim interest at the rate calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, but this entitlement does not affect the other rights of the client under the contract.

4.4 All charges are quoted exclusive of VAT which will be added as appropriate and a VAT invoice or VAT receipt issued.

4.5 Any increases in charges will be confirmed in writing at least 30 days before the new charges come into effect.

5. FIRM'S OBLIGATIONS

5.1 The Kleen Team Ltd will (as far as practicable) ensure that all cleaners are known to the client and that references have been obtained. The objective of The Kleen Team Ltd is to ensure that its personnel are reliable, discreet and honest. The names of personnel working at the site will be provided to the client on request.

5.2 The Kleen Team Ltd will not knowingly engage any personnel under the age of 18.

5.3 The Kleen Team Ltd will take proper steps to ensure that its personnel working

on the site comply with the client's security procedures and do not take bags other than small handbags onto the site.

5.4 The Kleen Team Ltd will provide cleaning equipment for the services and will keep the equipment in good working condition.

6. CLIENT'S OBLIGATIONS

6.1 The Client will grant access for The Kleen Team Ltd personnel during the agreed working hours and will take reasonable steps to ensure that the Firm's personnel are not obstructed in their duties by any of the client's personnel or other visitors to the Site.

6.2 The Client will explain all alarm and security measures to The Kleen Team Ltd representatives at the start of the Contract and will notify any changes before they are put into effect.

6.3 The Client will provide adequate and secure space at the site for the storage of The Kleen Team Ltd equipment and materials.

6.4 The client will ensure that the site is and will during the contract be adequately lit and remain safe for work and that it will comply with all statutory requirements for the health and safety at work of the firm's personnel. The Kleen Team Ltd may withdraw its personnel from the site if The Kleen Team Ltd reasonably considers that they may be exposed to undue risk or danger.

6.5 All keys will be required to be tested prior to works commencing by you. Any keys provided must open the lock(s) without any special efforts or skills. This applies to all external doors, internal doors and security shutter / gates. A fee will be charged for the cleaners lost time.

6.7 The client must inform the Company if they change locks / Alarm codes prior to a regular cleaning service, we reserve the right to issue an invoice for any lost time

incurred by the cleaning operative failing to gain access / triggering of any alarm systems.

7. LOSS OF PROPERTY

The Kleen Team Ltd will have no liability to the client for any loss of or damage to property of the client except to the extent that the loss or damage is (a) caused by the proven negligence or default of the firm's personnel and (b) is covered by the public liability insurance maintained by the firm.

8. CLIENT COMPLAINTS

8.1 Any complaint about the performance of the contract must be reported by telephone call or emailed to the office and if not resolved made in writing to a The Kleen Team Ltd Manager within 2 working days of the occurrence and The Kleen Team Ltd will take all necessary action, without cost to the client, to investigate and (unless it reasonably considers that the complaint was not justified) take any necessary remedial action.

8.2 In the absence of complaint it will be assumed that the client is satisfied with the firm's performance of the contract.

9. SUSPENSION OF SERVICES

Failure by the client to pay any invoice in full within 30 days of the due date or to comply with any of its other obligations under the contract will entitle The Kleen Team Ltd to suspend its services under the cleaning contract until the client has complied with its obligations. At least 3 days notice to suspend the service will be given by The Kleen Team Ltd.

10. TERMINATION

10.1 Either party may terminate this contract by not less than 1 months notice to the other expiring not earlier than the end of the initial period.

10.2 Either party may terminate the contract by written notice if the other:

- (a) Becomes insolvent, or has a liquidator, receiver or administrator appointed, or
- (b) Commits a breach of the contract and, in the case of a breach that can be remedied, fails to remedy it within 21 days after written notice requiring it to be remedied.

10.3 If the client terminates the contract without notice or with less notice than is agreed, the client agrees to compensate the firm in full on demand for contractual pay in lieu of notice and statutory pay and compensation for unfair dismissal becoming due to any personnel for which the firm becomes liable as a result of the termination.

11. FORCE MAJEURE

The Kleen Team Ltd will not be liable for any failure in the performance of any of its obligations under the contract caused by factors outside its control. Any such event will be notified as soon as possible and the firm will take all reasonable steps to overcome the problem and resume its obligations.

12. CONFIDENTIALITY

All information acquired by The Kleen Team Ltd, relating to the Client's business will be treated by, The Kleen Team Ltd as confidential, and The Kleen Team Ltd will not make any use or disclosure of it. The Kleen Team Ltd. will (if requested by the client) require its personnel to enter into written confidentiality undertakings. The client will also keep confidential all information it obtains concerning The Kleen Team Ltd business. The confidentiality obligations will survive termination of the contract.

13. NO SOLICITING OF FIRM'S EMPLOYEES

During the contract and for six months after its termination the client will not directly or indirectly solicit either on its own account or on behalf of any third party the services of any of The Kleen Team Ltd personnel (whether on a full or part-time basis) who work in any capacity under the contract at the site. The client will be liable to pay compensation to The Kleen Team Ltd for any breach of this clause equal to six months' earnings of any person who is induced to leave the firm.

14. LIABILITY

The Kleen Team Ltd will have no liability to the client (in contract or in tort) for any loss of income, loss of profit or any other indirect or consequential loss. The Kleen Team Ltd liability for any breach of contract or negligence in any month will be limited to the charges payable during that month. However, liability for death or injury caused by the negligence of The Kleen Team Ltd is not limited.

15. LAW & DISPUTES

15.1 If a dispute occurs the parties will endeavour to resolve it amicably by direct negotiation between their respective chief executives or other senior managers.

15.2 Either party may require that any dispute that is not resolved by negotiation may be referred to mediation on the application of either party. In that case, unless otherwise agreed, the mediation will be conducted in accordance with the CEDR (Centre for Effective Dispute Resolution).

15.3 Any dispute that is not resolved by negotiation or mediation. Will be finally settled by the English courts.

15.4 The contract will be governed by English Law.

16. GENERAL

16.1 Entire Agreement. This contract constitutes the entire agreement between the parties relating to its subject matter and supersedes all previous communications, representations and other arrangements, whether oral or written. The contractor acknowledges that no reliance is placed on any representation made by the client but not embodied in this contract.

16.2 Waiver. No delay or failure by either party to exercise any of its rights under this contract will operate as a waiver of them. To be effective, a waiver must be in writing.

16.3 Severability. If any part of this contract is held by a court to be unenforceable or invalid, the remaining provisions of the contract will continue in effect.

16.4 Assignment. Neither party will be entitled to assign any of their interests in the contract to any third party without the prior written consent of the other party. This clause will not restrict The Kleen Team Ltd from subcontracting any of its obligations.

DEFINITIONS & INTERPRETATION: Domestic Cleaning Terms & Conditions

These Terms and Conditions are the standard terms which apply to the provision of cleaning services The Kleen Team Ltd supply to customers who require their homes to be cleaned on a one off or regular basis. These Terms and Conditions apply where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

1. DEFINITIONS & 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;

“Deposit” means the deposit You may be required to pay in accordance with Clause 5;

[“Initial Period”] [subject to the provisions of Clause 10, means a period of 14 days beginning on the Start Date during which You may not cancel the Agreement under Clause 11;]

“Model Cancellation Form” means the model cancellation form attached as Schedule 2;

“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 as set out in Clause 4;

“Property” means Your home, as detailed in the Order and the Agreement, at which We are to provide the Cleaning Services;

“Quotation” means the quotation We give to You in accordance with Clause 4 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;

“You/Your” means a Consumer who is a customer 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 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 Private Limited Company.

2.2 We trade under the name The Kleen Team Ltd.

2.3 We are registered in Office in England and Wales. Company Number: 7246244.

2.4 Our registered office is at: The Kleen Team Ltd, Earl Business Centre, The Blackdown Suite, Dowry Street, Oldham, OL8 2PF.

2.5 Our VAT Registration Number: 157447192.

2.6 We are a members of The federation of small business, Buy with Confidence, City & Guilds Qualifications and Registered with a DBS Criminal Records Disclosure Baring company, IOSH, QMS ISO9001 Accredited.

3. COMMUNICATION & CONTACT DETAILS

3.1 If you wish to contact Us with questions or complaints, You may contact us by telephone at 01457 872456 or by email at info@thekleenteam.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 info@thekleenteam.co.uk; or

3.2.2 contact us by post at The Kleen Team Ltd, Earl Business Centre, The Blackdown Suite, Dowry Street, Oldham, OL8 2PF.

4. ORDERS

4.1 We accept orders for Cleaning Services through Telephone, E-mail and Internet.

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 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 / submitted we will prepare a quotation and send it to you either by email or post. The quotation will set out the required [Deposit (see Clause 5) and] Monthly Fee (see Clause 6).

4.4 You may make changes to the order and quotation / estimate before accepting it. You may accept the quotation / estimate by telephone, email or post.

5. DEPOSIT

5.1 At the time of accepting the quotation or not more than 14 days thereafter You must pay us a deposit. The deposit will be 50% of the fee. We will not confirm an

order until the deposit is paid in full.

5.2 We will repay the deposit to you in full or in part on termination of the agreement.

We will repay the deposit in full unless any invoices remain unpaid in which case the unpaid amount will be retained from the deposit.

6. FEES & PAYMENT

6.1 We will calculate the fee based on the following factors:

6.1.1 Size of the property.

6.1.2 Cleaning services required.

6.1.3 When & where the cleaning is required.

6.1.4 Working conditions.

6.2 For regular domestic cleaning payment must be made within 24 hours of the cleaning taking place by means of paying the cleaner on the day or by other methods below, an invoice will be sent out to you by email or post.

6.3 We are VAT registered company a rate of 20% will be added to your invoice.

6.5 We accept the following methods of payment:

6.5.1 Bank to Bank transfers.

6.5.2 Cash.

6.5.3 Cheque/s made payable to The Kleen Team Ltd;

6.6 If You do not pay an invoice by the due date we may charge you interest on the overdue sum at the rate of 8% plus the Bank of England base rate 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.

6.7 If you have promptly contacted us to dispute an invoice in good faith we will not charge interest while such a dispute is ongoing.

7. CLEANING SERVICES

7.1 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.

7.2 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.

7.3 We will use reasonable endeavours to ensure that you are always assigned the same cleaner. If a particular cleaner is unavailable on holiday or absent. We will endeavour to inform you of any change prior to a cleaning visit.

7.4 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.

7.5 We will ensure that we comply with all relevant codes of practice.

7.6 We will provide all cleaning products and equipment.

7.7 Under no circumstances will the cleaner move heavy furniture or other items in order to provide a regular Cleaning Services.

7.8 Unless specifically agreed at the time of the order, the cleaner 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.

7.9 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.

7.10 We will properly dispose of all waste in bins provided by you that results from provision of the Cleaning Services.

7.11 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.

8. YOUR OBLIGATIONS

8.1 Any complaint about the performance of the contract must be reported by telephone call or emailed to the office and if not resolved made in writing to a The Kleen Team Ltd Manager within 24 hours of the occurrence and The Kleen Team Ltd will take all necessary action, without cost to the client, to investigate and (unless it reasonably considers that the complaint was not justified) take any necessary remedial action.

8.2 In the absence of complaint it will be assumed that the client is satisfied with the firm's performance of the contract.

8.3 You will ensure that the cleaner can access the property at the agreed times to provide the Cleaning Services.

8.4 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 the cleaner. If we are to retain your key then the cleaner will pass the key to us to be safely kept at our offices.

8.5 You must ensure that the cleaner has access to electrical outlets and a supply of hot and cold running water.

8.6 You must give us at least 24 hour notice if you do not require the cleaner to provide the Cleaning Services on a particular 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 at the normal rate.

8.7 We provide a (Free of charge) key holding service. If a Kleen Team representative needs to collect a key from a third party's address outside the postal code of the premises where work is to be carried out. A fee will apply.

8.8 We will provide a cleaning service on a dedicated time and day you require, if wish the company not to retain a key for your property and you are unavailable at the property at the time arranged you will be charged 1 hour for the cleaners lost time.

8.8 All keys will be required to be tested prior to works commencing by you. Any keys provided must open the lock(s) without any special efforts or skills. This applies to all external doors, internal doors and security shutter / gates. A fee will be charged for the cleaners lost time.

8.9 The client must inform the Company if they change locks / Alarm codes prior to a regular cleaning service, we reserve the right to issue an invoice for any lost time incurred by the cleaning operative failing to gain access / triggering of any alarm systems.

9. COMPLAINTS & FEEDBACK

9.1 We always welcome feedback from our customers and, while we always use all reasonable endeavour 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.

9.2 All complaints are handled in accordance with our complaints handling policy and procedure, available from info@thekleenteam.co.uk.

9.3 If you wish to complain about any aspect of your dealings with us, please contact

us in one of the following ways:

9.3.1 In writing, addressed to Andrew Mason (Managing Director), The Kleen Team Ltd, Earl Business Centre, The Blackdown Suite, Dowry Street, Oldham, OL8 2PF.

9.3.2 By email, addressed to Andrew Mason (Managing Director),
info@thekleenteam.co.uk.

9.3.3 By contacting us by telephone on 01457 872 456.

10. CANCELLATION OF AGREEMENT DURING THE COOLING OFF PERIOD

10.1 Where the agreement is not made “on our premises”, You have a statutory right to a “cooling off” period. This period begins once the contract between you and us is formed and ends at the end of 14 calendar days after that date.

10.2 If you wish to cancel the agreement within the cooling off period you should inform us immediately by a clear statement (e.g. a letter sent by post or email to the postal address or email address specified in these Terms and Conditions).

10.3 To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired by email.

10.4 If you exercise the right to cancel you will receive a full refund of any amount paid to the us in respect of the contract.

10.5 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

10.6 We will process the refund due to you as a result of a cancellation without undue delay and, in any case, within the period of 14 days after the day on which we

are informed of the cancellation.

10.7 If the start date falls within the cooling off period you must make an express request for provision of the Cleaning Services to begin within the 14 calendar day cooling off period. [This request forms a normal part of the ordering process.] By making such a request you acknowledge and agree to the following:

10.7.1 If you cancel the agreement after provision of the Cleaning Services has begun you will be required to pay for the Cleaning Services supplied up until the point at which you inform us of your wish to cancel;

10.7.2 The amount due will be a fair proportion of the fee. Any sums that have already been paid for the Cleaning Services will be refunded subject to deductions calculated on this basis;

10.7.3 We will process any refund within 10 working days and in any event no later than 14 calendar days after you inform us of your wish to cancel.

10.8 Clause 11 applies to termination of the Agreement after the 14 calendar day cooling off period has elapsed.

11. TERMINATION

11.1 In addition to your rights in Clause 10 relating to the cooling off period, you may terminate the agreement at any time by giving us at least 14 days written notice.

11.2 You may terminate the agreement with immediate effect by giving us written notice if:

11.2.1 We have breached the agreement in any material way and have failed to remedy that breach within 7 working days of you asking us in writing to do so;

11.2.2 We enter into liquidation or have an administrator or receiver appointed over our assets;

11.2.3 We are unable to provide the Cleaning Services due to an event outside of our control (see Clause 13);

11.2.4 We wish to change these Terms and Conditions to Your material disadvantage.

11.3 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, we will inform You as soon as is reasonably possible.

11.4 After the Start Date [and once the Initial Period has expired], We may terminate the Agreement at any time by giving You at least 14 days written notice.

11.5 We may terminate the Agreement with immediate effect by giving You written notice if:

11.5.1 You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.6);

11.5.2 You have breached the Agreement in any material way and have failed to remedy that breach within 7 days of Us asking You in writing to do so; or

11.5.3 We have been unable to provide the Cleaning Services for more than 14 days due to an event outside of Our control (see Clause 13).

11.6 For the purposes of this Clause 11 a breach of the agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

12. EFFECTS OF TERMINATION

12.1 If the agreement is terminated for any reason the provisions of this Clause 12 will apply.

12.2 If at the termination date:

12.2.1 You have made any payment to us for any Cleaning Services we have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice;

12.2.2 We have provided Cleaning Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 6.

12.3 Any clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the agreement will remain in full force and effect.

12.4 Termination will not remove or reduce any right to damages or other remedy which either you or we may have in respect of any breach of the agreement which exist at or before the date of termination.

13. EVENTS OUTSIDE OF OUR CONTROL (FORCE MAJEURE)

13.1 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.

13.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

13.2.1 We will inform you as soon as is reasonably possible;

13.2.2 Our obligations under the agreement will be suspended and any time limits that we are bound by will be extended accordingly;

13.2.3 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;

13.2.4 You or we may terminate the agreement (see Clause 11).

14. NO SOLICITING OF COMPANY EMPLOYEES

14.1 During the contract and for six months after its termination the client will not directly or indirectly solicit either on its own account or on behalf of any third party the services of any of The Kleen Team Ltd personnel (whether on a full or part-time basis) who work in any capacity under the contract whilst working in domestic homes. The client will be liable to pay compensation to The Kleen Team Ltd for any breach of this clause equal to six months' earnings of any person who is induced to leave the firm.

15. INSURANCE & LIABILITY

15.1 We will be responsible for any foreseeable loss or damage to items of value, monies or personal property etc; that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

15.2 All valuables, monies, jewellery or personal property of any nature must be kept in a safe and secure place. The company will not be held responsible for loss, expense, damage, disturbance under any circumstance or compensation (whether

direct, indirect or consequential)

15.3 We will maintain suitable and valid insurance including public and employee liability insurance. Insurance certificate available upon request.

15.4 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.

15.5 Our total liability for any loss or damage caused as a result of our negligence or breach of these Terms and Conditions or the Agreement (or that of the Cleaner) is limited to £1,000,000.

15.6 We are not liable for any loss or damage you suffer which results from your failure to follow any reasonable instructions given by us or by the cleaner.

15.7 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

15.8 We will not be responsible for curtains, shutters, tie backs, blinds or any other window covering that may fall down become loose or faulty whilst the kleen team are undertaking work on a property.

15.9 Nothing in these Terms and Conditions is intended to or will limit your legal rights as a consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

16. HOW WE USE YOUR PERSONAL INFORMATION (DATA PROTECTION)

16.1 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that act.

16.2 We may use your personal information to:

16.2.1 provide the Cleaning Services to you;

16.2.2 process Your payment for the Cleaning Services;

16.2.3 inform You of new products and services available from Us. You may request that We stop sending You this information at any time.

16.3 We will not pass on Your personal information to any other third parties [without first obtaining your express written permission].

17. OTHER IMPORTANT TERMS

17.1 We may from time to time change these Terms and Conditions without giving you notice, but we will use our reasonable endeavours to inform you as soon as is reasonably possible of any such changes.

17.2 We may transfer (assign) our obligations and rights under the Agreement to a third party (this may happen, for example, if we sell Our business). If this occurs, we will inform you in writing. Your rights under the Agreement will not be affected and our obligations under the agreement will be transferred to the third party who will remain bound by them.

17.3 You may not transfer (assign) your obligations and rights under the agreement without our express written permission (such permission not to be unreasonably withheld).

17.4 The agreement is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the agreement.

17.5 If any provision of the agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the agreement or these Terms and Conditions and the

remainder of the provision in question will not be affected.

17.6 No failure or delay by us or you in exercising any rights under the agreement means that we or you have waived that right, and no waiver by us or you of a breach of any provision of the agreement means that we or you will waive any subsequent breach of the same or any other provision.

18. LAW AND JURISDICTION

18.1 These Terms and Conditions, the Contract, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

18.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.

18.3 Any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

Website Disclaimer & Intellectual Property

1.1 Please see website document