



# Cleaning Services Agreement Full Terms and Conditions

These Terms and Conditions are the standard terms for the provision of services by HCS - Honeycomb Cleaning Services Ltd, by engaging with our cleaning service, you agree to the information provided within this agreement.

## 1. Definitions and Interpretation

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

“Business Day”	means any day where Honeycomb Cleaning Services Ltd are open;
“Calendar Day”	means any day of the year;
“Cleaning Materials”	means detergents, solutions, towels, cloths, gloves and other cleaning equipment including (without limitation) mops, buckets and vacuum cleaners;
“Contract”	means the contract for the provision of Services, as explained in Clause 3;
“Customer”	means ‘one-off’ customers and regular customers
“Deposit”	means an advance payment made to us under Sub-Clause 5.5;
“Month”	means a calendar month;
“One-Off Customer”	means a customer who has booked between one and three cleans;
“Regular Customer”	means a customer who has instructed us to clean on more than three occasions;
“Price”	means the price payable for the Services;
“Provider”	means HCS - Honeycomb Cleaning Services Ltd
“Services”	means the services which are to be provided by us to you as agreed between the Provider and the Customer
“We/Us/Our”	means HCS, whose registered address and main trading address is HCS headquarters

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.

## 2. Information About Us

1. HCS Location: 64 Cross Street, Wall Heath, Kingswinford, DY6 0LT
2. Contact Name: Samuel Clark
3. Mobile: 07522266629
4. Email: Honeycombcleaninginfo@gmail.com
5. We are a member of DCBN - Domestic Cleaning Business Network.

## 3. The Contract/ Agreement

1. These Terms and Conditions govern the sale and provision of services by us and will form the basis of the contract between us and you. Before engaging our services, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.
2. If you wish to change the day or time which the services are provided, we will do our best to accommodate your request, but we are not able to guarantee that the same person will be available at the alternative agreed time.

3. We shall ensure that the following information is given or made available to you prior to the formation of the contract between us and you, save for where such information is already apparent from the context of the transaction:
  1. The main characteristics of the services
  2. Our identity (set out above in Clause 2) and contact details (as set out below in Clause 11);
  3. The total price for the services including taxes or, if the nature of the services is such that the price cannot be calculated in advance, the manner in which it will be calculated;
  4. The arrangements for payment, performance and the time by which (or within which) we undertake to perform the services;
  5. Our complaints handling policy;
  6. The duration of the contract, where applicable, or if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
4. We may cancel your service provision at any time before we begin providing the services, 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 reasonably possible. If you have made any payments to us under Clause 4 (including, but not limited to the deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 7 calendar days of us informing you of the cancellation. Cancellations will be confirmed in writing.

#### **4. Price and Payment**

1. The price of the services will be that shown in our price list in place at the time of your engaging our services. If the price shown differs from our current price, we will inform you upon receipt of your order.
2. The price payable for one-off, deep or end of tenancy cleaning will be quoted for and agreed prior to commencement of the services.
3. We reserve the right to amend the initial quotation in the event your original requirements change.
4. Our prices may change (including when the scope of the services changes) and we will give 4 weeks written notice of the change following which the revised price will become effective.
5. All prices include VAT, including any quotations given. Changes in VAT will not affect any prices where we have already received payment in full, from you.
6. Before we begin providing the services for deep cleaning, after building work or end of tenancy cleaning, you may be required to pay a deposit of 50% of the total price for the services. The remaining 50% will become due and payable immediately after the services have been provided.
7. In certain circumstances, if your order is cancelled, your deposit will be refunded in full or in part. The amount due will be calculated based upon the price for the services, our price list, and the amount of work (if any) already undertaken by us. Please refer to Sub-Clauses 3.4 if your order is cancelled before the services begin, or to Clause 10 if the services are cancelled after they have begun.
8. The balance will be payable once we have provided the services and by no later than within 24 hours of work being completed.
9. In the event that payment for cleaning services is not received within 24 hours of said clean, then any cleaning agreement will be suspended until the outstanding amount is cleared.
10. We accept the following methods of payment:
  - 1 BACS
  - 2 Direct Debit

### 3 Cash

11. Payment for the services provided to regular customers will become due and payable immediately after the services have been provided. Payment for services provided to a one-off customer, must be made prior to the service being provided, or at the immediate end of the service provided.
12. If you do not make payment to us by the due date agreed or as shown in/on the invoice we may charge you interest on the overdue sum at the rate of 3% per annum **above** the base lending rate of Barclays Bank plc from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgement. You must pay any interest due when paying an overdue sum.
13. In the event that we incur any bank charges as a result of your cheque being returned or an amount being unpaid, or in the event we engage a third party to recover any paid fees from you, we reserve the right to recover this from you.
14. The provisions of Sub-Clause 5.9 will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

## 5. Providing the Services

1. As required by law, we will provide the services with reasonable skill and care, consistent with best practices and standards in the cleaning services industry, and in accordance with any information provided by us about the services and about us.
2. We will begin providing the services on the date confirmed in our welcome confirmation.
3. We will continue providing the services for the time period specified and agreed in advance or until either party gives the required notice to terminate the contract and provision of services.
4. We will make every reasonable effort to complete the services on time (and in accordance with your order). We cannot, however, be held responsible for any delays if an event outside of our control occurs. Please see Clause 9 for events outside of our control.
5. If we require any information or action from you in order to provide the services, we will inform you of this as soon as is reasonably possible.
6. If the information or action required of you under Sub-Clause 5.5 is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result. If additional work is required from us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on your part, we may charge you a reasonable additional sum for that work.
7. In certain circumstances, for example where there is a delay in you sending us information or taking action required under Clause 5.5, we may suspend the services (and will inform you of that suspension in writing).
8. In certain circumstances, for example where we encounter a technical problem, we may need to suspend the services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention, we will inform you in advance in writing before suspending the services.
9. If you do not pay us for the services as required by Clause 4, we may suspend the services until you have paid all outstanding sums due. If this happens, we will inform you in writing. This does not affect our right to charge you interest under Sub-Clause 4.11.
10. If for any reason an employee (or previous employee of less than 2 years) of HCS is paid outside of the contract with HCS directly, then the Customer will be entitled to pay HCS a recruitment/finder fee of £2,000.

## 6. Customer Obligations

1. You must ensure you confirm the agreement and complete an appropriate standing order form (where applicable), made in favour of HCS, within 7 days of placing your order.
2. Our services must be provided for a minimum of two (2) hours per visit.
3. You must ensure that the property where the services are to be provided, has both hot and cold running water, electricity and adequate lighting.
4. You must ensure that any cleaning materials and/or cleaning equipment you provide are safe to use, operate, in full working order and must not require any specialist skills to use.
5. Vacuum cleaners need to be in good working order, with good suction. Rechargeable vacuum cleaners are not suitable for the service we provide and will not be used by us.
6. You must (as far as is reasonably possible) ensure that any irreplaceable items are stored away and not presented for cleaning by us.
7. Unless you notify us to the contrary, we will assume that all working surfaces such as marble, granite and limestone are fully sealed and able to be cleaned with the use of proprietary cleaning products or other suitable cleaning products as provided by you.
8. You are responsible for ensuring the environment is safe for us to work in, does not pose a risk to health or safety and is fully operable. In the event it is deemed unsafe, for any reason, our staff are instructed to withdraw from the property and to report the problem. If this occurs, you will be charged 100% of the cost of the services that were to be provided.
9. You are responsible for ensuring you provide us with all relevant instructions for deactivating/activating any alarm systems, where we are required to enter or where our presence at your property may trigger an alarm. We will not be held responsible for triggering any alarm systems where you have not provided clear instructions.
10. The provider will not be responsible for cleaning out pets' litter trays, beds, bedding and any other form of pet cage or pet house and you must not present these for cleaning by us. Likewise we are not able to clean human or animal faeces or bodily fluids.
11. If your property has a child's play-room, the floor space must be cleared and in a tidy order (where reasonably practical) prior to our service being provided in that room, or, you must allow extra time for us to do this for you and the time involved will become chargeable. The room will not be cleaned if it does not comply with this Clause.
12. If you require us to clean your coal, log, open fire or log burner. You will be responsible for providing a **metal** bucket and suitable dust-pan and brush for collection of the ashes. We will not be responsible for disposing of the ashes and so they will be left in a suitable place at the end of the service for you to dispose of.
13. We are only insured to clean inside the premises; anything that involves us being outside will not be cleaned.
14. We do not wash/dry up or put away plates/bowls/cutlery etc. We will avoid touching plants/leaves/flowers where possible. We avoid washing/drying clothes and putting them away.

## **7. Problems with the Service and Your Legal Rights**

1. We always use reasonable efforts to ensure that our provision of the services is trouble-free. If, however, there is a problem with the services we request that you inform us as soon as is reasonably possible (you do not need to contact us in writing).
2. We will use reasonable efforts to remedy problems with the services as quickly as is reasonably possible and practical.
3. We will not charge you for remedying problems under this Clause 7 where the problems have been caused by us, any of our agents or employees or subcontractors or where nobody is at fault. If we determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, Sub-Clause 6.6 will apply, and we may charge you for

remedial work.

4. As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.

If we do not perform the services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the services are not performed in line with information that we have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if our breach concerns information about us that does not relate to the performance of the services), you have the right to a reduction in price.

If for any reason we are required to repeat the services in accordance with your legal rights, we will not charge you for the same and we will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full price and, where you have already made payment(s) to us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which we agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the services, You also have remedies if we use materials that are faulty or incorrectly described.

## **8. Our Liability**

1. We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence (including that of our employees, agents or subcontractors). 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 contract is created. We will not be responsible for any loss or damage that is not foreseeable.
2. We provide services for domestic, commercial and private use. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
3. If we are providing services in your property and we cause any damage, you must notify us of such damage within 12 hours of us carrying out the service, or where the service is provided during a weekend you must notify us by 10.00am on the following Monday. We will resolve that damage at no additional cost to you. You must provide photographic and other such reasonable evidence to support your claim, as without this we are unable to make a claim under our insurance policy. In the event you are unable to provide evidence, then you will not be able to pursue a claim for damages. We are not responsible for any pre-existing faults or damage in or to your property that we may discover while providing the services.
4. We agree to provide absolute security for keys to your property/ies at all times. In the unlikely event of keys being misplaced/lost by us, we will make appropriate arrangements for replacement keys to be made at our expense.
5. Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or subcontractors); or for fraud or fraudulent misrepresentation.
6. Nothing in these Terms and Conditions seeks to exclude or limit our liability for failing to perform the services with reasonable care and skill or in accordance with information provided by us about the services or about us.
7. We have in place a £1 million public liability insurance policy underwritten by a leading insurer. There is an excess of £250, and depending on the specific claim, you will be responsible for paying this excess.
8. A copy of our insurance liability documentation is available upon request, and you can request this via email from our email address.

## **9. Events Outside of Our Control (Force Majeure)**

1. We will not be liable for any failure or delay in performing our obligations where that 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.
2. If any event described under this Clause 9 occurs that is likely to adversely affect our performance of any of our obligations under these Terms and Conditions:
  1. We will inform you as soon as is reasonably possible;
  2. Our obligations under these Terms and Conditions will be suspended and any time limits that we are bound by will be extended accordingly;
  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 services as necessary;
  4. If an event outside of our control occurs and you wish to cancel the contract, you may do so in accordance with your right to cancel under Sub-Clause 10.3.3. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 calendar days of our acceptance of your cancellation notice;
  5. If the event outside of our control continues for more than 4 weeks, we will cancel the contract in accordance with our right to cancel under Sub-Clause 10.6.3 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

## **10. Cancellation and Non-Delivery of Services**

1. If you wish to cancel your services within 24 hours or less of the agreed start time, you will be required to pay the full price for the provision of the service. If you give 24 or more hours' notice, but less than 48 hours' notice, you will be required to pay 50% of the total price.
2. Once we have begun providing the service, you are free to cancel the contract at any time by giving us 28 days' written notice. If you have made any payment to us for any 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 our acceptance of your cancellation. If we have provided 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 4.
3. If any of the following occur, you may cancel the services and the contract immediately by giving us written notice. If you have made any payment to us for any 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 our acceptance of your cancellation. If we have provided 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 4. If you cancel because of our breach under Sub-Clause 10.3.1, you will not be required to make any payments to us. You will not be required to give 28 days' notice in these circumstances:
  1. We have breached the contract in any material way and have failed to remedy that breach within 14 days' of you asking us to do so in writing; or
  2. We enter into liquidation or have an administrator or receiver appointed over our assets; or
  3. We are unable to provide the services due to an event outside of our control (as under Sub-Clause 9.2.4); or
  4. We change these Terms and Conditions to your material disadvantage.

4. Once we have begun providing the services, we may cancel the services and the contract at any time by giving you 14 days' written notice. If you have made any payment to us for any 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 our cancellation notice. If we have provided 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 4.
5. If any of the following occur, we may cancel the services and the contract immediately by giving you written notice. If you have made any payment to us for any 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 our cancellation notice. If we have provided 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 4. We will not be required to give 14 days' notice in these circumstances:
  1. You fail to make a payment on time as required under Clause 4 (this does not affect our right to charge interest on overdue sums under Sub-Clause 4.11); or
  2. You have breached the contract in any material way and have failed to remedy that breach within 14 days of us asking you to do so in writing; or
  3. We are unable to provide the services due to an event outside of our control (for a period longer than that in Sub-Clause 9.2.5).
6. We reserve the right to suspend the cleaning services in the following circumstances:
  1. You fail to pay any invoice within the specified period; or
  2. You fail to return all required paperwork, documentation or information to us prior to the first cleaning visit.
7. For the purposes of this Clause 10 (and in particular, Sub-Clauses 10.3.1) a breach of the contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under Sub-Clause 10.3.1). 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.
8. If we are unable to gain access to your property in order to fulfil the service provision, where you have failed to make reasonable access arrangements, you will be charged the full price for the services booked.
9. In the event that a person engaged by us, who is usually in attendance at your property, is unable to provide the services for any reason (including, but not limited to, illness), we will agree with you to provide a substitute to carry out the services. However, if you do not wish a substitute to be provided, we will agree to an alternative date and time for the usual person to attend your property.
10. Where services are booked over the telephone or online and the booking constitutes a distance contract pursuant to the Consumer Protection (Distance Selling) Regulations 2000, you will have the right to cancel the services within 14 days of the formation of the contract but may not cancel the services where provision of the service has commenced.

## **11. Communication and Contact Details**

1. If you wish to contact us during office hours Monday to Friday 9am to 5pm inclusive, you may do so by telephone at HCS number or by email at HCS email address
2. In certain circumstances you must contact us in writing (when cancelling an order, for example, or exercising your right to cancel the services). When contacting us in writing you may also use the following methods:
  1. Contact us by phone or email
  2. Contact us by post

## **12. Complaints and Feedback**

1. We always welcome feedback from our customers and, whilst 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.
2. All complaints are handled in accordance with our complaints handling policy and procedure (HCS002), available from our head office.
3. If you wish to complain about any aspect of your dealings with us, including, but not limited to, these Terms and Conditions, the contract, or the services, please contact us in one of the following ways:
  1. In writing
  2. By email
  3. By telephone

## **13. How We Use Your Personal Information (Data Protection)**

1. All personal information that we may collect (including, but not limited to, your name, contact details and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 and your rights under that Act.
2. We may use your personal information to:
  1. Provide our services to you.
  2. Process your payment for the services.
  3. Inform you of new products and services available from us. You may request that we stop sending you this information at any time.
  4. In certain circumstances (if, for example, you wish to pay for the services on credit), and with your consent, we may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 2018 and should use and hold your personal information accordingly.
  5. We will not pass on your personal information to any other third parties.

## **14. Consent for Photography/Filming**

1. By undergoing services provided by Honeycomb Cleaning Services Ltd, you consent to the use of photographs and/or video recordings including images of you or your home both internally and externally to promote the trade association. These images could be used in print and digital media formats including print publications, websites, e-marketing, posters, banners, advertising, film, social media, teaching and research purposes.
2. Images on websites can be viewed throughout the world and not just in the United Kingdom. Some overseas countries may not provide the same level of protection to the rights of individuals as the EU/UK legislation provides.
3. Some images or recordings may be kept permanently once they are published and be kept as an archive of Honeycomb Cleaning Services Ltd.
4. Honeycomb Cleaning Services Ltd is committed to processing information in accordance with the General Data Protection Regulation (GDPR). The personal data collected on this form will be held securely and will only be used for administrative purposes.
5. Your Rights:
  1. You have the right to request to see a copy of the information we hold about you and to request corrections or deletions of the information that is no longer required. You can ask Honeycomb Cleaning Services Ltd to stop using your images/videos at any time, in which case it will not be used in future publications but may continue to appear in publications already in circulation.



2. We make every effort to ask permission before taking a photograph and/or video recording and to show you any photographs taken and share them before they are distributed.
3. By undergoing services provided by Honeycomb Cleaning Services Ltd, you have read and understand the conditions and consent to my images or videos being used as described above.
4. If you have any questions relating to this consent form or the way we are planning to use your information please contact Honeycomb Cleaning Services Ltd.
5. Please contact Honeycomb Cleaning Services Ltd in writing if you would not like to give consent for photography/ filming.

## **15. Other Important Terms**

1. We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs, you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
2. You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
3. The contract 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 these Terms and Conditions.
4. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
5. No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

## **16. Governing Law and Jurisdiction**

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 English law.
2. 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.

## **17. Pets**

1. Clients are requested to secure pets in a separate area during cleaning services to ensure the safety and comfort of both the pets and our staff. This includes, but is not limited to, a crate or specific room for the duration of our visit. If pets are not secured, the company cannot be held responsible for any incidents involving pets during the service. While our team will exercise caution to avoid any harm to pets, the company cannot be held liable for pets escaping or being harmed as a result of unsecured environments during cleaning.
2. Clients must inform the company of any aggressive or anxious pets prior to the cleaning appointment. If a pet poses a risk to our staff, the cleaning service may be postponed or canceled, and cancellation fees may apply.
3. Clients must inform the company of any pet-related sensitivities or allergies that may affect our staff prior to the scheduled service.
4. The client will be held responsible for any damages to cleaning equipment caused by their pets. In the event that a staff member is injured due to a pet, the client may be liable for covering medical expenses or related costs as allowed by law.