



## **Willow Alexander Cleaning Ltd Cleaning Services Terms and Conditions**

### **DEFINITIONS**

- 1.1 "Client" means the individual or organisation who buys or agrees to buy Goods or Services from the Contractor.
- 1.2 "Contractor", "Us", "We" means the person or company detailed in the Quotation.
- 1.3 "Contract" means the contract between the Contractor and the Client for the purchase of Goods and Services comprising the Quotation and these Terms and Conditions.
- 1.4 "Cleaner" means the individual providing cleaning services on behalf of the Contractor.
- 1.5 "Goods" means the articles that the Client agrees to buy from the Contractor.
- 1.6 "Services" means the provision of cleaning services by the Contractor.
- 1.7 "Site" means the site where the Services will be performed.
- 1.8 "Cleaning Visit" means the visit to the Client's address by the Cleaner in order to carry out the Service.
- 1.9 "Terms and Conditions" means the terms and conditions set out herein and within the Willow Alexander Limited Standard Terms and Conditions of Contract for All Services available on the website.
- 1.10 "Quotation" means the Contractor's written quotation for the Contract work to which these Terms and Conditions apply.
- 1.11 Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.12 The headings contained in these Terms are for convenience only and do not affect their interpretations.

### **CONTRACT & RESPONSIBILITY**

- 2.1 Our role is as a franchisor for providers/franchisees of Cleaning Services and we are authorised by local providers/franchisees to enter into a contract with you on the franchisee's behalf. We will do this by taking your booking enquiry, allocating the booking to an available provider/franchisee and then sending you an email confirming the details of your booking and providing a link to the services terms and conditions.
- 2.2 Our network of services that operate directly under Willow Alexander Ltd are bound by the terms and conditions set out herein. Please check your invoice terms to determine whose responsibility it is (Willow Alexander Ltd or the provider/franchisee) for the provision of the Service (the Contractor). Please read the services terms and conditions carefully as they will be legally binding on you once you have indicated your agreement to them, directly or by confirming the booked service with the service provider.
- 2.3 Where your contract is with a franchisee, we will continue to be your main point of contact whilst the provider/franchisee is providing the services that you have requested. Additionally, we may also process all non-cash payments from you on behalf of the provider/franchisee.
- 2.4 We welcome any feedback about providers/franchisees and if you experience problems of any kind with the provider, please contact us straightaway on +44 800 047 8738.
- 2.5 These Terms and Conditions represent a contract between the Contractor and the Client.
- 2.6 The Client agrees that any use of the Contractor's services, including placing an order for cleaning services by telephone, live chat, email, website forms shall constitute the Client's acceptance of these Cleaning Services Terms and Conditions and the Willow Alexander Standard Terms and Conditions.

### **CONDITIONS**

- 3.1 Where this Contract is entered into by a consumer, nothing in these Terms and Conditions shall affect the Client's statutory rights as a consumer.
- 3.2 No variation to this Contract shall be binding on the parties unless made in writing and signed on behalf of both parties.



## **EQUIPMENT**

- 4.1 The Contractor will provide all cleaning materials and cleaning equipment necessary to carry out the service.
- 4.2 The Client has to provide running water, electricity and sufficient light at the premises where the service takes place.
- 4.3 The Contractor can use equipment supplied by the Client upon request, provided it is agreed by the Contractor after safety and operational inspection.

## **PAYMENT**

- 5.1 Payment is due prior to Service commencement via online card payment with a specified third-party payment platform.
- 5.2 Subscription packages
  - 5.2.1 Unless otherwise stated in writing by signing up to any of our subscription packages you are entering into a 12-, 24- or 36-month direct debit agreement. Each agreement offers its own break clause set at 6 month, 12 months or 18 months respectively on the duration of your subscription.
  - 5.2.2 Willow Alexander limited reserves the right to cancel the subscription (without prejudice) to any client who does not adhere to the outlined Terms & conditions set by Willow Alexander Limited. This service is due in advance on sign up by way of automated invoice.
  - 5.2.3 Subscription prices are based on an hourly rate with any missed hours accrued or relocated when needed. The Contractor reserves the right to limited or extend time allocation in accordance to work carried out to ensure an adequate standard is achieved each week.
- 5.3 Although greatly appreciated and a powerful way to say 'Thank you', the Client understands that tipping is not required.
- 5.4 The contractor reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 12% per annum above the Bank of England base rate from the due date until the date of actual payment.
- 5.5 If the Contractor is forced to refer the Client's account for collection to a third-party then extra fee may be added to the outstanding amount by the debt collecting Contractor.
- 5.6 The Contractor reserves the right to cancel any contract and back charge additional fees for a past Service to reflect the balance of the standard rate if any misleading or false information was used to obtain discounted service or if the given general requirements for the Service and its professional performance would not be possible.

## **REFUNDS**

- 6.1 No refund claims will be entertained once the Services have been carried out.
- 6.2 Refund will be issued only if the Client has cancelled a Service within 48 hours prior to the start of the cleaning session and a payment has been already taken by the Contractor.
- 6.3 Refund will be issued in cases where a Cleaner doesn't attend a Service, payment for which has been already collected by the Contractor.

## **CANCELLATION**

- 7.1 The Client can cancel the scheduled Services by giving no less than 48 hours prior notice in writing. If the Service is booked with less than 48-hours from when it takes place, the Client waives the right to cancel the booking. In case the service is cancelled, the Contractor requires the Client to pay a 50% cancellation fee. If the Client reschedules the Service to a different day & time, no cancellation/rescheduling fee is required.
- 7.2 If the Client cancels an annual subscription of the Services according to the break clause (in accordance to 5.2), a cancellation fee will be applied. Subscription contracts cannot be cancelled prior to the break clause period. See Willow Alexander Ltd Services Terms & Conditions for applicable standard Services conditions.
- 7.3 The Client must pay the full price of the booked Service if:
  - 7.3.1 Our Cleaners arrive at the Client's address and are unable to gain access to the Client's property, through no fault of the Contractor.



7.3.2 If the Client or third-party have prevented the Cleaner to do their job.

7.3.3 If keys are provided, they must open all locks without any special efforts or skills;

7.3.4 If the Client reschedules the Service upon arrival of the Cleaner onsite, the Client should cover travel expenses to the Cleaner on top of any cancellation fees.

7.4 If the Client needs to change the Service or time, the Contractor will do its best to accommodate. Any changes to a booked Service are subject to a 48 hours prior notice and availability.

7.5 Willow Alexander Cleaning Ltd works on any day of the week including Bank Holidays. If the Client's cleaning Service is due on a Bank Holiday and he hasn't called or e-mailed the Contractor to cancel the visit 48 hours prior to the start of the cleaning session, the Client agrees to and understands that the regular amount due for that Service will be charged regardless of whether the Cleaner has cleaned the Client's property or not.

#### **PICTURES OF BEFORE AND AFTER WORK**

8.1 We take before and after photos of our work. These pictures are used for training, proof of performance as well as promotion. If you do not want pictures taken of work areas in your home please notify us when you schedule your Service.

#### **EMPLOYMENT REFERRAL**

9.1 The Client is liable for an employment referral fee of £500.00 per person, should he directly employ (either legally or on a cash basis) anyone currently employed by the Contractor. The Client agrees to pay this fee whether he notifies the Contractor of his action or the Contractor discovers this employment independently at any time after it occurs. The Client further agrees to reimburse the Contractor for any and all collection or legal fees the Contractor incurs in collecting this fee.

#### **DAMAGES & BREAKAGES**

10.1 While the Contractor makes every effort not to break items, accidents do happen. Identical replacements are always attempted but not guaranteed. For this reason, the Contractor requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or not cleaned by the cleaners.

10.2 In case of damage, the Contractor will repair the item at its cost. If the item cannot be repaired the Contractor will rectify the problem by crediting the client with the item's present actual cash value toward a like replacement from a Contractor's source upon payment of Service rendered.

10.3 The Contractor will not be responsible for damage due to faulty and/or improper installation of any items also old/worn out/damaged items. All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to clean without causing harm.

#### **COMPLAINTS**

11.1 All complaints must be received in writing by text message or email and include photographic evidence of the issued area and description of the issue within reasonable time of cleaning Services completion, to ensure that the details are received in a clear and complete manner. Due to the nature of the Service, reasonable time is equal to up to 48 hours upon completion of the Service.

11.2 If the Client is displeased with a currently occurring cleaning Service, the Contractor asks that the Client notifies it as soon as he notices anything that might be to his dislike by calling 0800 047 8738. Please don't wait until the Service has ended.

11.3 Further to Consumer Rights Act 2015, the Service should be performed with reasonable care and skills, however if it is in conformity with our requirements for a professional performance of the Service or the requested cleaning Service is inapposite for the situation, the Contractor will not be liable for any future issues.



## **LIABILITY**

- 12.1 The Contractor will not be liable under any circumstances for any loss, expenses, damages, delays, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with a late arrival of the Cleaner at the Service address. The Contractor endeavours to be right on time on any visit but sometimes due to transport related and other problems which are beyond the Contractor's control, the Cleaner may arrive with a delay or the Cleaning Visit may be re-scheduled.
- 12.2 The Contractor will not be liable under any circumstances for any loss, expenses, damages, delays, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with:
- 12.2.1 A cleaning service not complete due to the lack of electricity or hot water;
  - 12.2.2 Third party entering or present at the Client's premises during the cleaning process;
  - 12.2.3 An existing damage to Client's property in the form of old stains, burns etc. which cannot be cleaned/removed completely by the cleaner using the Contractor's carbon neutral cleaning methods.
- 12.3 The Contractor will not be liable under any circumstances for any loss, expenses, damages, delays, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Contractor providing Services for the Client if the Client has an outstanding amount aged 14 days or more from the date the payment was due.

## **SUPPLEMENTARY TERMS**

- 13.1 If the Client requests keys to be collected by the Cleaner or Contractor operative from a third party's address outside the postal code of the serviced address and within reasonable distance then a charge will be applied. The charge will cover only the pick-up of keys. If said keys need to be brought back to the third party's address or any other address an additional charge will be applied.
- 13.2 The Contractor reserves the right to re-evaluate rates at any time should the Client's initial list of tasks changes.
- 13.3 The Contractor reserves the right to amend the initial quotation, should the Client's original requirements change. Differences in excess of 10% will be discussed with the Client prior to the start of the work.
- 13.4 If any estimates of how long it will take the Cleaner to complete the job are being provided those are only estimates based on the average time it takes to clean a house/flat of similar size to the Client's, it being difficult to calculate precisely how long such tasks may take and that a degree of flexibility may be required.
- 13.5 The Contractor will arrange an immediate replacement should Cleaner cannot attend a scheduled Cleaning Visit, and will inform the Client prior to the visit. The time may vary due to the last-minute rearrangements needed.
- 13.6 The Cleaners are not allowed to hand wash any items of clothing belonging to the Client. The Contractor advises that our cleaners can only use a washing machine supplied by the Client for such tasks. Laundry detergent can be supplied by the Contractor.
- 13.7 All fragile and highly breakable items must be secured or removed.
- 13.8 The Cleaners are not allowed to use and work with bleach, bleach containing products or any non eco-friendly products. The Contractor advises the Client to avoid requesting such products to be used by the Cleaners.
- 13.9 If any special inquiries for the Service occurs, the Client should advise prior to the start of the Service. Any allergies or intolerances of the detergents or their content should be noted in advance.
- 13.10 The Contractor shall not be liable for any delay or failure to perform any of its obligations under this Contract if the delay or failure results from events or circumstances beyond its reasonable control, including but not limited to acts of God, strikes, accidents, war, fire, breakdown of plant or machinery, shortage or unavailability of materials, adverse weather conditions or adverse or difficult Site conditions.
- 13.11 The Contractor reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The Contractor may add to or alter these Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts. Please refer to your copy of these Terms and Conditions.
- 13.12 If any provision of this Contract is declared by any judicial or other competent authority to be unenforceable, the remaining provisions of this Contract will remain in full force and effect
- 13.13 Acceptance of a Quotation shall be deemed to be acceptance of these Terms and Conditions.



- 13.14 This Contract constitutes the entire agreement between the parties and supersedes any and all prior agreements. In the event of a conflict between these Terms and Conditions and any Quotation, unless otherwise specified, the terms of the Quotation shall prevail.
- 13.15 No waiver shall be valid unless made in writing and signed on behalf of the Contractor.

#### **GOVERNING LAW & JURISDICTION**

- 14.1 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.
- 14.2 These Terms and Conditions are in regulation of the Consumer Rights Act 2015 and are not in imbalance in the parties rights or obligations under the contract.