

A's Cleaning Maids (Kent) Ltd

Supplier Details

Name **A's Cleaning Maids (Kent) Ltd**

Address **Suite 1, 9 West End
Kemsing Sevenoaks Kent
TN15 6PX**

Registered in England 7783595 VAT Number 199005390

Contact Details

Office: **01732 761 771**

Mobile **07834 854 812**

General email: **admin@ascleaningmaids.co.uk**

Account email: **accounts@ascleaningmaids.co.uk**

Customer Details

Last Name First Name

Address

Town County Post Code

Directions to Address

Parking Details

Contact Details

email Alternate email

Home Tel No Mobile Tel No Work Tel No

Key Holder Information

Are we to hold Keys for the Premises? Yes No

Office Use Key Number

Are you having a Key Box outside? Yes No

Key Box Code

Access Details

Special Instructions

Alarm Details

Is there an Alarm at the premises? Yes No

If Yes will it be activated on Cleaning Days? Yes No

If Yes - Entry Code Exit Code

Location of Alarm Key Pad

If alarm activates whom to contact

Service Details

Cleaning Schedule Effective Date

<input type="checkbox"/> Monday	<input type="checkbox"/> Tuesday	<input type="checkbox"/> Wednesday	<input type="checkbox"/> Thursday	<input type="checkbox"/> Friday	<input type="checkbox"/> Saturday	<input type="checkbox"/> Sunday
Hrs <input type="text"/>	Hrs <input type="text"/>	Hrs <input type="text"/>	Hrs <input type="text"/>	Hrs <input type="text"/>	Hrs <input type="text"/>	Hrs <input type="text"/>
Time <input type="text"/>	Time <input type="text"/>	Time <input type="text"/>	Time <input type="text"/>	Time <input type="text"/>	Time <input type="text"/>	Time <input type="text"/>

Special Requests

Location of Cleaning Equipment

Pets

Would you like us to use Your Cleaning Products?

Do you use Eco Friendly Products?

Do you require us to Change Bed Linen? - if Yes - Please leave Linen on Bed to be changed

Do you require us to Change Hand Towels / Bath Towels?

Do you require Ironing Service in your own home?

Would you like us to tidy prior to commencing the Cleaning Service?

Work Shirt Ironing Service?

Bespoke Services

Please Indicate

The first Clean will be charged at the agreed rate below up to the Maximum amount of hours as indicated in the table below. Should we feel that there is insufficient time to complete the work to a satisfactory standard in the allotted time we will contact you before proceeding any further.

Cleaning & Associated Services 1st Clean

Date of 1st Clean

Cleaning Service - First Clean - No of Hours

@ £17.50 Per Hour inc VAT @ 20%

All subsequent cleans will be charged at the following rate up to the Hours shown below. Any changes to this schedule should be notified to Purple Cleaning Maids Ltd. Any additional hours required will be charged at the rate indicated below unless otherwise agreed.

Cleaning & Associated Service Scheduled Cleaning

Date of 1st Scheduled Clean

Cleaning Service - Scheduled Clean - No of Hours

@ £15.50 Per Hour inc VAT @ 20%

Consumables's you will need

Vikal - descaler - Buy from us?

Jif Lemon Juice for Microwaves - Buy from us?

Harpic Toilet Cleaner / Bleach - Buy from us?

Floor Cleaner (Wood / Flash) - Buy from us?

Kitchen Cleaner (Multipurpose) - Buy from us?

Window / Glass Cleaner - Buy from us?

Bathroom Cleaner (Multipurpose) - Buy from us?

Cobweb Brush & Radiator Brush - Buy from us?

Micro 300gsm Cloths 4pk £6.00 - Buy from us?

Cleaning Carrier(s) £5.00each - Buy from us?

Contract Price / Payment Terms

First Clean Payment Method

Scheduled Clean Payment Method

If you wish to pay by **Direct Debit** - Please use the link below; -

Invoice Required?

Yes

No

<https://dashboard.gocardless.com/api/paylinks/0D02F51ADW>

If 3rd Party Bill Payer - Please indicate details below; i.e From an Account NOT in your own name;

First Name

Surname

Your first clean is normally payable in advance. Thereafter we would ask that future payments be made by Standing Order, Internet Banking, Direct Debit or PayPal. Please indicate your preferred method in the box above together with your invoicing preferences.

If paying by Standing Order please complete the 'Standing Order Form' and forward to **your** bank for processing. Payment dates should match the 'Cleaning & Associated Services Schedule' dates indicated above.

1. Definitions

In these Terms:

1.1 **"Supplier"** means the **Name of company** named in the Contract and **"Customer"** means the person, firm or company as defined in the Contract. Together they shall be known as the **"Parties"**.

1.2 **"Cleaning & Associated Services", "Effective Date", "Premises", "Service Specification" and "Contract Price"** bear the meanings given to them in the Contract.

1.3 **"Contract"** means the contract into which the Parties will enter on the Customer's acceptance of the Quotation and of these Terms and Conditions which shall incorporate, and be subject to, these Terms and Conditions and which is attached hereto

1.4 **"Terms"** means these Terms and Conditions.

1.5 **"Writing"** refers to a hard copy document signed by or on behalf of the Supplier's Company Secretary.

1.6 **"Year"** means a period of twelve months from the Effective Date, successive periods of twelve months thereafter, and the time between the last such period and the date of termination or expiry of the Contract.

1.7 **"One Month"** means a period of One Month from the Effective Date, successive periods of One Month thereafter, and the time between the last such period and the date of termination or expiry of the Contract.

1.8 **"Words"** following the words "includes", "including" or "in particular" shall be construed without limitation.

2. Formation of Agreement

2.1 All the Cleaning & Associated Services provided by the Supplier shall be and are supplied subject to these Terms and these Terms shall be the only terms and conditions applying to the supply by the Supplier of Cleaning & Associated Services to the Customer. No terms and conditions of or put forward by the Customer shall be incorporated in the Contract or otherwise bind the Supplier unless it expressly agrees in Writing.

2.2 No variation, amendment, waiver or addition to any of these Terms shall bind the Supplier unless in Writing.

2.3 The Contract constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of the Contract. There are no representations or warranties on which the Customer has relied in entering into the Contract which the Contract does not contain. The Supplier has not authorised its employees or agents to make representations or give undertakings relating to the Cleaning & Associated Services or the meaning of these Terms other than in Writing.

3. Term

The Contract shall continue in force for a period of **One month** (a "Term") from the Effective Date, and at the end of that period shall continue in force for a further Term and for successive Terms at the end of each Term thereafter, unless the Customer gives the Supplier notice of termination at least Four weeks before the end of any Term or the Contract terminates in accordance with its terms.

4. Risk and Liability

4.1 The Customer acknowledges and agrees that it is in a better position than the Supplier to foresee and evaluate any potential risks, damages or losses that the Customer may suffer in connection with the provision of the Cleaning & Associated Services by the Supplier.

4.2 The Supplier offers Cleaning & Associated Services subject to these Terms and has calculated the Price on the basis that the Supplier excludes or limits its liability in accordance with this Clause.

4.3 Subject to clause 4.4, the Supplier's total liability to the Customer under or in connection with the Contract and however arising during each Year shall be limited to the Contract Price payable in such Year.

4.4 Nothing in this Contract shall operate to exclude liability for fraud and death or personal injury caused by the negligence of the Supplier's employees, agents or sub-contractors.

4.5 Subject to clause 4.4, the Supplier shall not be liable to the Customer for:

4.5.1 Any losses of profits, turnover or revenues, business, goodwill, opportunity, or economic losses;

4.5.2 Any indirect, consequential or special damages; or

4.5.3 Any claims which have not been notified to the Supplier in writing within 14 days from the date on which the Customer knew, or should have known, of the claim's existence notwithstanding that losses described in clauses 4.5.1 or 4.5.2 were reasonably foreseeable, or the Supplier had been advised of the possibility of the Customer incurring them.

5. Warranties and Indemnities

5.1 The Supplier warrants that the Cleaning & Associated Services will correspond with any description given in the Service Specification and will comply with applicable law governing the supply of the Cleaning & Associated Services. The Supplier warrants that it shall carry out the Cleaning & Associated Services with reasonable care and skill.

5.2 All conditions and warranties which would otherwise be implied by statute or under common law are hereby excluded to the fullest extent permitted by law.

5.3 The Customer shall indemnify the Supplier against all actions, proceedings, costs, claims, penalties, fines, liabilities, damages, expenses, and demands (including all legal and professional fees) incurred in respect of:

5.3.1 Any claim that the Supplier incurs by virtue of the Regulations in relation to the employment or termination of employment of any person engaged in the provision of services similar to the Cleaning & Associated Services prior to or on the Effective Date;

5.3.2 A breach of the Customer's obligations under the Contract; and

5.3.3 Any reduction in the number of operatives required to perform the Cleaning & Associated Services as a result of a decision by the Customer to downsize its operations or organisational structure.

6. Equipment and Materials

6.1 Any equipment or materials supplied by the Customer to the Supplier shall be at the Customer's risk while they are in the possession of the Supplier or in transit to or from the Customer and the Customer shall insure them accordingly.

6.2 All equipment and materials supplied by the Supplier shall remain the property of the Supplier.

6.3 Upon termination of the Contract for whatever reason, the Supplier shall upon giving reasonable notice to the Customer be permitted to remove all or any of its equipment and materials on the Premises and the Customer hereby grants permission and undertakes to allow the Supplier access to the Premises to carry out such removal.

7. Premises

7.1 The Customer will allow access to and at all times provide and maintain without charge such facilities at the Premises as the Supplier may reasonably require to carry out the Cleaning & Associated Services including the use of telephone, heating, electricity, water, light and toilet facilities and the provision of its storage for such of the Supplier's equipment and materials as the Supplier requires are left on the Premises.

7.2 The Customer shall closely liaise with the Supplier and provide the Supplier with all necessary information in relation to:

7.2.1 All matters affecting the Cleaning & Associated Services and hygiene of the Premises;

7.2.2 The operation of Cleaning & Associated systems;

7.2.3 Access and means of access to any part of the Premises necessary for the provision of the Cleaning & Associated Services;

7.2.4 Changes to the facilities and property management of the Premises affecting the Cleaning & Associated Services;

7.2.5 Materials and equipment handling procedures;

The layout, use, security and detection systems, health and safety, and reporting procedures of the Premises;

7.2.6 The Customer's own Cleaning & Associated and facilities management personnel (if any).

7.3 The Customer warrants:

7.3.1 That the Premises are safe and comply with all obligations required by both EC and English health and safety legislation;

7.3.2 that the provision of Cleaning & Associated Services by the Supplier does not and will not at any time in the future contravene any statutory or other regulation, order or byelaw affecting the security of the Premises, or the businesses carried out at the Premises; and

7.3.3 That the Customer has obtained all appropriate permissions and consents to permit the provision of Cleaning & Associated Services by the Supplier.

8. Contract Price and Price Variation

8.1 Unless otherwise agreed in Writing, the Contract Price shall be as stated in the Contract and shall be subject to Value Added Tax ("VAT") at the applicable rate and VAT shall apply to any amendment to the Contract Price and additionally the Contract Price shall be increased to reflect any alteration in the rate of duty, other tax or levies applied from time to time to the Cleaning & Associated Services.

8.2 The Supplier may notify the Customer within 30 days of each anniversary of the Effective Date of changes to the Contract Price. If the Supplier does not so notify the Customer, the Contract Price will increase with effect from each such anniversary by reference to the percentage change over the previous Year in the Average Earnings Index produced by the Office for National Statistics (or such other index as may replace it).

8.3 The Contract Price is subject to increase to reflect any additional costs to the Supplier in supplying the Cleaning & Associated Services (including any changes in applicable law imposing additional costs on the Supplier).

9. Payment Terms

9.1 The Supplier may invoice the Customer for Cleaning & Associated Services monthly in advance or (at its option) in arrears. The Supplier's invoices shall be paid within 7 days of their date and invoices shall be paid in full without deduction, set-off or counterclaim save to the extent that a bona fide dispute in relation to an invoice is notified to the Supplier within 7 days of the date of the relevant invoice.

9.2 If payment is not made when due then the Supplier may, without prejudice to its other rights, charge interest at an annual rate of 4% above the current base rate of Barclays Bank plc. to be calculated on a day to day basis on the balance outstanding until payment is made in full.

9.3 The Supplier shall be entitled to suspend the provision of Cleaning & Associated Services if payment in respect of any invoice is outstanding for more than 28 days past the due date.

9.4 In addition to any other remedy available to it the Supplier may charge £20 in respect of any cheque or payment mandate unpaid by the Customer's bank and the Customer shall indemnify the Supplier fully against all fees, costs (including the full amount of any legal costs incurred by the Supplier) and expenses incurred in seeking to recover sums payable by the Customer.

9.5 The Supplier reserves the right at any time at its discretion to demand security or a suitable guarantee for, or to vary the terms or method of, payment before continuing with or providing the Cleaning & Associated Services notwithstanding any subsisting agreement to provide credit to the Customer.

10. Credit Facilities

10.1 A credit account shall only become operational after the Supplier has confirmed in writing that such a facility will be available to the Customer. The Supplier shall be entitled, at its sole discretion, to refuse or at any time withdraw a credit account without giving reason and upon doing so may require payment in advance for Cleaning & Associated Services to be rendered.

10.2 In accepting the offer of a credit account the Customer agrees that the Supplier may make periodic searches with credit reference agencies and fraud prevention agencies to manage the Customer's credit account, and to take decisions regarding credit, including whether to make available or to

Continue or to extend existing credit. The Supplier shall not disclose any information obtained carrying out such searches to any third party without the Customer's consent except as may be required at law.

11. Data Protection and Confidentiality

11.1 Unless the Customer notifies the Supplier in writing, the Customer consents to the processing by or on behalf of the Supplier of personal data (as defined by the Data Protection Act 1998) supplied by the Customer or held by the Supplier for the purposes of providing the Cleaning & Associated Services, administering the Customer's credit account, processing any customer account transactions, for direct marketing purposes and disclosure by the Supplier to third parties for marketing purposes. The Customer's statutory rights under the Data Protection Act 1998 shall remain unaffected.

11.2 The Contract contains highly confidential and financially sensitive information belonging to the Supplier. The Customer undertakes that it shall keep strictly confidential and not use (save as properly required in connection with the operation of the Contract) any information in relation to the Cleaning & Associated Services provided and/or costs or other financial information which the Supplier discloses to the Customer or to which the Customer or its advisors has access either in the course of the Contract and/or the negotiations leading up to it (the "Confidential Information"), unless it is already in its possession otherwise than as a result of this Contract or a breach of this Clause; or in the public domain otherwise than as a result of a breach of this Clause; or required by law, provided that immediately on being notified of any such requirement the Customer gives to the Supplier notice of such requirement and assists the Supplier with any objections or application the Supplier may seek to make in opposition to such requirement.

11.3 The Customer's obligations of confidentiality shall survive any termination of the Contract and will continue until such time as the Confidential Information enters the public domain otherwise than as a result of a breach of the Contract by the Customer, its officers or employees.

11.4 The Customer shall take appropriate steps to safeguard the Confidential Information using measures equivalent to those which it applies to its own highly confidential and sensitive information and will take such steps as are from time to time necessary to ensure compliance with this Clause by its employees, agents and sub-contractors.

12. Termination

12.1 Either Party may terminate the Contract by written notice to the other if the other:

12.1.1 Commits a material breach of the Contract (including any of these Terms) and, if the breach is Capable of remedy, fails to remedy it within 30 days of a written request to do so;

12.1.2 fails to pay any amount payable to the other by the due date and that amount remains outstanding for seven days following a written request for payment served on or after the due date;

12.1.3 becomes insolvent, is unable to pay its debts as they fall due, compounds with or executes an assignment for the benefit of its creditors, commits any act of bankruptcy; being a company enters into voluntary or compulsory liquidation, suffers a receiver or administrative receiver or administrator to be appointed over all or any part of its assets, takes or suffers any similar action in consequence of debt (whether in this jurisdiction or any other), or if there is reasonable cause to believe that any of these events is likely to occur (each such event an "Insolvency Event");

12.1.4 Is prevented from performing its obligations under the Contract further to Clause 15 for more than 3 months.

12.2 Should the Customer make default in any payment or otherwise be in breach of its obligations to the Supplier under the Contract or under any other contract with the Supplier or suffer an Insolvency Event the Supplier may, by notice in writing to the Customer, without prejudice to any other rights, immediately suspend or cancel any uncompleted part of the Contract or stop any Cleaning & Associated Services being supplied or require payment in advance or satisfactory security for the provision of further Cleaning & Associated Services under the Contract.

12.3 Any termination of the Contract shall be without prejudice to the accrued rights and liabilities of the Parties.

13. Non-Solicitation

13.1 The Customer shall not at any time during the Contract or for a period of 6 months after its termination either directly or indirectly for itself or on behalf of any person, firm, company or other entity offer employment to or employ, or offer to conclude a contract for services with a person engaged in the provision of Cleaning & Associated Services except where the provision of services similar to the Cleaning & Associated Services has been commenced by the Customer and the Regulations apply.

13.2 In the event that the Customer breaches Clause 13.1 in relation to any person, the Customer shall pay to the Supplier as liquidated damages in respect of each such person on demand a sum equivalent to £500.00.

The Parties agree that the restriction in clause 13.1 is a fair and reasonable restriction to enable the Supplier to protect its legitimate business interests. In addition,

13.3.1 the Parties agree that the sum referred to in Clause 13.2 is a genuine pre-estimate of the loss and damage the Supplier is likely to suffer in respect of each such person, if the Customer breaches the restriction in Clause 13.1;

13.3.2 The restrictions in this Clause 13 shall: (a) only apply to a person who is, or shall have been at any time during the period of 12 months prior to the offer of employment or contract for services, either an employee or independent contractor of the Supplier engaged in the provision of Cleaning & Associated Services under this Contract; and (b) Not apply to any person responding to an openly advertised job vacancy in good faith.

14. Dispute Procedures

14.1 Each Party shall appoint an individual to deal with the day-to-day management of the Contract (the "Account Manager"). All disputes and differences arising between the Parties shall in the first instance be referred to the Account Managers for resolution.

14.2 If any dispute or difference referred to the Account Manager is not resolved within 30 days of its referral, at the option of either the Customer or the Supplier, it shall be passed to their respective Managing Directors for resolution within a further 30 days.

14.3 Any matter not resolved in accordance with Clauses 14.1 or 14.2 may be referred to mediation by agreement of the parties.

15. Force Majeure

The Supplier shall not be liable to the Customer for any loss or damage caused to or suffered by the Customer as a direct or indirect result of the supply of the Cleaning & Associated Services by the Supplier being prevented, restricted, hindered or delayed by reason of any circumstances outside the control of the Supplier.

16. Third Party Rights

For the purposes of section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the Customer and the Supplier state that they do not intend any provision of the Contract to be enforced by third parties but any third party right which exists independently of that Act shall be preserved.

17. Miscellaneous

17.1 The Supplier may sub-contract all or any of its obligations under the Contract.

17.2 The Supplier reserves all intellectual property rights in and created in the course of providing the Cleaning & Associated Services and any associated merchandise or documentation, including but not limited to copyright, registered and unregistered design rights, patents and patent applications, rights in databases, registered and unregistered trademarks and confidential know-how. Save for the honest use of any trade marks to identify the Cleaning & Associated Services, the Customer may not use any such rights without the Supplier's express written consent.

17.3 Nothing in the Contract shall constitute a partnership, agency, joint venture or employment relationship between the Customer and the Supplier.

17.4 The Contract is personal to the Customer and may not be assigned or transferred by the Customer without the Supplier's written consent.

17.5 The Headings in the Terms are for convenience only and shall not affect its construction.

17.6 The failure of the Supplier to insist upon the strict performance of any of the terms and conditions of the Contract shall not be construed as a waiver of any such term or condition and shall in no way affect the Supplier's right to enforce such provision later. The Supplier's rights and remedies under the Contract are cumulative and may be exercised independently.

17.7 If any of the terms and conditions of the Contract shall be found to be invalid, ineffective or unenforceable, the invalidity, ineffectiveness or unenforceability of such term or condition shall not affect any other term or condition (or the other part of the term or condition of which such invalid, ineffective or unenforceable part forms part) and all terms and conditions not affected by such invalidity, ineffectiveness or unenforceability shall remain in full force and effect.

17.8 If any of these Terms are inconsistent with other provisions set out in the Contract, the provisions set out elsewhere in the Contract shall take precedence.

17.9 Any notices to be served under the Contract shall be given in writing and delivered personally or sent by first class pre-paid post or facsimile transmission to the addressee at its address given in The Contract or subsequently notified in accordance with this Clause.

17.10 Notice given in accordance with Clause 17.9 shall be treated as served when delivered if delivered personally, two days after posting if sent by pre-paid first class post and at the time of transmission if sent by facsimile transmission and confirmation of successful transmission obtained.

18. Refund and Cancellation Policy

18.1 Regular Domestic / Office Cleaning Services

18.1.1 A Customer may cancel a cleaning visit/s by giving at least 48 hours advanced notice. Customer may terminate the whole service by giving one month (30 days) advanced notice in writing or verbally and specifying the last cleaning date.

18.1.2 Customer agrees to pay the full price of the cleaning visit if the customer cancels or changes the date/time less than 48 hours prior to the scheduled appointment.

18.1.3 Customer agrees to pay the full price of the cleaning visit in the event of a lockout caused by our cleaners being turned away; no one home to let them in; or problem with customer's keys. If keys are provided they must open the lock without any special efforts or skills.

18.1.4 Customer agrees to pay the full price of one cleaning visit in case of a termination of the service if the customer has given less than one week advanced notice.

18.1.5 Customer has the right to terminate the service without giving one week advanced notice but by giving 48 hours advanced notice before or immediately after the first cleaning visit only.

18.2 One Off / Spring Cleaning Services

18.2.1 Customer may cancel the scheduled cleaning job at least 48 hours prior to the agreed start time.

18.2.2 Customer agrees to pay an amount equal to an hour's rate if the customer cancels less than 48 hours prior to the scheduled appointment.

18.2.3 Customer agrees to pay an amount equal to an hour's rate if in the event of a lock-out caused by our cleaners being turned away; no one home to let them in; or problem with customer's keys. If keys are provided they must open the lock without any special efforts or skills.

18.3 End of Tenancy cleaning

18.3.1 Customer may cancel the scheduled cleaning job at least 48hours prior to the agreed start time.

18.3.2 Customer agrees to pay an amount equal to 10% of the quote as a cancellation fee if the customer cancels or changes the date/time less than 48hours prior to the scheduled appointment.

18.3.3 Customer agrees to pay 10% of the quote as a cancellation fee in the event of a lock-out caused by our cleaners being turned away; no one home to let them in; no water or power available at customer's premises; or problem with customer's keys. If keys are provided they must open the lock without any special efforts or skills.

18.3.3 If an initial deposit has been paid to the supplier. Then the customer agrees that deposit funds may be used to cover the cancellation fee. (10% of the total agreed quote)

18.4 Refund

18.4.1 In exceptional circumstances refund might be offered at the discretion of the company management.

19 Snow Day Policy

19.1 As you know, our weather can get nasty. If we decide not to venture out, you will receive a timely phone call, and we will reschedule your cleaning service as quickly as possible. We do request that you clear your driveways and pavements for our staff's safety if possible.

20. Law and Jurisdiction

The construction, validity and performance of the Contract shall be governed by English law and by entering into the Contract the Parties submit to the jurisdiction of the English courts.

Signed By

Print Name

For and on behalf of the Customer

Dated

Signed By Andrea Kerr-Thomson

Print Name

For and on behalf of the Supplier

Dated

Bank Account Details;
A's Cleaning Maids (Kent) Ltd
Sort Code **60-24-77**
Account Number **20093691**

Please can you **Print** the completed and **Signed** form and **Return** to our Offices before your *1st Clean*. In the interim feel free to use the **Email** button so that we can enter your details into our system in advance,