

## TERMS AND CONDITIONS

KVM Cleaners Ltd is a registered company in England and Wales #11647639 Head Office 16C Gautrey Road, London, SE15 2JQ.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE OR MAKING A BOOKING YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE, FROM TIME TO TIME IN OUR SOLE DISCRETION. WE WILL NOTIFY YOU OF AMENDMENTS TO THESE TERMS AND CONDITIONS BY POSTING THEM TO THIS WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE FEEL FREE TO CLOSE THIS WEBSITE AT YOUR EARLIEST CONVENIENCE. PLEASE DO NOT ACCESS THIS WEBSITE IF YOU CANNOT COMPLY WITH OUR TERMS AND CONDITIONS.

### 1. Definitions

1.1 in these Terms of Business the following definitions apply:

“The Company”, “We”, “Us” - means KVM Cleaners Ltd

“Cleaner” - means the person or firm carrying out cleaning services on behalf of the Company.

“Client” - means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to which the cleaning services are supplied by the Company.

“Service” - means the cleaning services carried out on behalf of the Company.

“Cleaning Visit” - means the visit to the Client’s service address by the Cleaner in order to carry out the Service.

1.2 Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The Headings contained in these Terms are for convenience only and do not affect their interpretation.

### 2. Contract

2.1 These Terms and Conditions represent a contract between KVM Cleaners Ltd and the Client.

2.2 The Client agrees that any use of the Company’s services, including placing an order for services by telephone, fax, email, website forms shall constitute the Client’s acceptance of these Terms and Conditions.

2.3 Unless otherwise agreed in writing by a director of the Company, these Terms and

Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.4 No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the Company.

### 3.Services

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#### 3.1 REGULAR DOMESTIC CLEANING SEP

3.1.1 The Customer agrees to sign and return the Agreement forms to The Company within 7 days of placing the order.

3.1.2 The Customer agrees to pay via Standing order, Bank Transfer, Online by Debit/Credit card, Cheque or PayPal account.

3.1.3 The Company reserves the right to suspend the cleaning services if monthly payments are missing or if paper work is not returned to The Company within 7 days of placing the order.

3.1.4 Minimum duration of 2 hours per cleaning visit applies for all domestic cleaning services.

3.1.5. The sales advisor can only give a rough estimate of the duration of the cleaning service, which is based on a basic description of the customer's house. Please note that

duration may vary therefore a degree of flexibility is required.

3.1.6 detailed list of cleaning specifications (cleaning task) must be provide by the Client to the cleaning operative prior to service commencing. If only verbal description of the task has been provided, the Company shall not be responsible for any tasks not carried out.

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3.1.7 Customer agrees to provide all necessary cleaning detergents and equipment for the required work, unless other arrangements have been made with The Company. All cleaning equipment should be safe and in full working order.

3.1.8 If the Customer does not have cleaning detergents and asks The Company to purchase requested items on their behalf, customer understands that an applicable charge may be assessed.

3.1.9 The Company will not be responsible for triggering any alarm systems. Customer should give any special instructions for deactivation/activation of any household alarm systems.

3.1.10 The Customer understands that the price quoted over the phone or email does not include anything apart from cleaning and ironing labour.

3.1.11 if the Client has equipment that is complicated to operate, the Client must provide clear and detailed instructions to the cleaner.

3.1.12 If the Client does not have cleaning materials or value on utility and laundry cards, and the Client asks the Company/company operative to purchase said items on their

behalf, the Client understands that a £5.00 service charge will apply and will be added to the cleaning materials bills.

3.1.13 if the Client requires use of our equipment and cleaning materials there will be one off charge of £20.00 for the equipment and £2.00 will be added to the hourly rate for materials.

### 3.2 ONE – OFF CLEANING / SPRING CLEANING

3.2.1 The Company reserves the right to amend the initial quotation, should the client's original requirements change.

3.2.2 Minimum duration of 2 hours per cleaning visit applies.

3.2.3 Customer agrees to provide all cleaning detergents and equipment needed for the required work, unless other arrangements have been made with The Company. Detailed list of cleaning specifications (cleaning task) must be provided by the Client prior to service commencing. If only verbal description of the task has been provided, the Company shall not be responsible for any tasks not carried out.



3.2.4 The Customer understands that the price quoted is not a “package deal” and includes only cleaning labour.

3.2.5 the sales advisor can only give a rough estimate of the duration of the cleaning service, which is based on a basic description of the customer's house. Please note that duration may vary therefore a degree of flexibility is required.

3.2.6 The Customer is advised that a one – off cleaning/spring cleaning may take double the length of time required for a general cleaning. Post Construction / After Builders Cleaning / Post Party Cleaning or Badly neglected homes may take up to three times longer than a well maintained homes requiring general cleaning.

### 3.3 END OF TENANCY CLEANING



3.3.1 The Company reserves the right to amend the initial quotation, should the client's original requirements change.

3.3.2 When purchased as a “package deal” End of Tenancy Cleaning is charged per job taking into account the current condition, number of rooms, bathrooms, WCs, shower rooms and en-suites. Please note that we do not charge per hour per cleaner and the number of Cleaners attending your property may vary. The number of Cleaners in a team

cannot affect the initially quoted price.

3.3.3 The Customer understands that if the quoted is not a “package deal” includes only cleaning labour.

3.3.4 Minimum duration of 4 hours per cleaning visit applies.

3.3.5 the sales advisor can only give a rough estimate of the duration of the cleaning service, which is based on a basic description of the customer's house. Please note that duration may vary therefore a degree of flexibility is required.

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3.3.6 The Customer is advised that a one – end of tenancy may take double the length of time required for a general cleaning. Post Construction / After Builders Cleaning / Post Party Cleaning or Badly neglected homes may take up to three times longer than a well maintained homes requiring general cleaning.

#### 3.4 CARPETS CLEANING & UPHOLSTERY CLEANING<sup>[1]</sup><sub>[SEP]</sub>

3.4.1 The Company reserves the right to amend the initial quotation, should the client's original requirements change.

3.4.2 If the customer has a dog, cat or other hairy pet then an extra 30% charge may be added to the service price due to the extensive amount of animal hair slowing down the cleaning process.

3.4.3 If water extraction is required due to flooding 30% charge may be added to the service price.

3.4.4 The Client understands that additional Parking and Congestion charge may apply. <sup>[1]</sup><sub>[SEP]</sub>

3.4.5 All carpet / upholstery cleaning orders are subject to £50.00 minimum call out charge.

#### 4. Equipment

4.1. For Regular/One off/Spring/After party and after builders cleaning materials (detergents, solutions, towels, cloths, gloves) and equipment (vacuum cleaner, iron, ironing board, mop, brush and broom etc.) must be provided by the Client, unless agreed other ways. All equipment must be safe to operate, in full working order and must not require any special skills to be used for the purpose of cleaning.

4.2. If the Client has equipment that is complicated to operate, the Client must provide clear and detailed instructions to the Cleaner.

4.3. If the Client does not have cleaning materials or value on utility and laundry cards, and Client asks the Company/company operative to purchase said items on their behalf, the Client understands that a £5.00 service charge will apply and will be added to the cleaning materials bill.

4.4. If the Client requires use of our cleaning materials there will be additional £2.00 for materials added to the hourly rate and one off charge of £20.00 if equipment is required. 4.5. A detailed list of cleaning specifications (cleaning tasks) must be provided by the Client to the cleaning operatives prior to service commencing. If only verbal description of the tasks has been provided, the Company shall not be responsible for any tasks not carried out.

4.1. For End and Pre Tenancy cleaning the Company shall provide all cleaning supplies and cleaning equipment necessary to carry out the service.

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4.2. The Client must provide running water, electricity and sufficient light at the premises where the service takes place.

#### 5. Payment

5.1 Payment is due prior to service commencement in the form of cash, cheque, bank transfer/standing order, PayPal or a major credit/debit card (UK only) payment. We reserve the right to cancel services without notice due to declined credit card transactions

or non-cleared funds.

5.2 One off/Spring/After party/After builders and End or Pre Tenancy cleaning requires a deposit payable of £20.00 to the Company in advance. The remaining balance must be paid to the cleaning operative before the operative leaves the Client's premises. If no payment has been received at the time of completion of the cleaning service, the Client agrees to and authorizes the Company to charge his debit/credit card with the outstanding amount.

5.3 Unless otherwise agreed in writing by the company the account is rendered for immediate payment on the completion of the work. The Client must make payment either by cash, cheque or credit/debit card before the cleaner leaves the Client's premises.

5.4 If no payment has been received at the time of completion of the cleaning service, the Client agrees to and authorizes the Company to charge his debit/credit card with the outstanding amount.

5.5 The Client agrees to and understands that paying the outstanding balance by debit/credit card will incur a 3% card processing charge.

5.6 We reserve the right to cancel services, due to declined credit card transactions or non-cleared funds.

5.7 Although greatly appreciated and a powerful way to say 'Thank you', the Client understands that tipping is not required.

5.8 The Company reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 8% per annum above the Bank of England base rate from the due date until the date of actual payment under the Late Payments Act.

5.9 The Company reserves the right to charge £40.00 administrative fee, in addition to the balance due, for any account we must refer for collection. Please note that debt-collecting companies may add their charges to the outstanding amount.

5.10 All bank charges incurred due to a Client's cheque being returned unpaid will be passed to the Client at a flat rate of £30.00 per cheque.

5.11 The Company reserves the right to cancel any contract and back charge additional for past services to reflect the balance of the standard rate(s) if any misleading or false

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information was used to obtain discounted services.

5.12 The Client agrees to and authorizes the Company to charge his/her debit/credit card he has provided to the Company with any outstanding amounts owed to the Company.

5.13 Where such alternative arrangements have been made the Client must make payment within 14 days of the invoice date.

5.14 The rates of payment by the Company shall be as agreed between the Company and the Client, or his/her representative. The Client shall make no reduction or retention from the sum due under any invoice.

## 6. Refunds

6.1. Refund will be issued only if the Client has cancelled a cleaning visit within the allowed time (24 hours) prior to the start of the cleaning visit, payment for which has been already taken by the Company.

6.2. Refund will be issued if a cleaning operative does not attend a cleaning visit, payment for which has been already collected by the Company.

## 7. Cancellation

7.1. There is a £20.00 late cancellation/lock-out fee for canceling or rescheduling a visit with less than 24hour notice for Clients. The same fee applies if the cleaning operatives are unable to gain access to the Client's home, through no fault of the Company.

7.2. The Client agrees to pay the full price of the cleaning visit, if:

- a) The Client cancels or changes the date/time less than 24 hours prior to the scheduled appointment
- b) The Client fails to provide access to the service premises thus preventing the Company to carry out the booked work
- c) There is a problem with the Client's keys and the cleaning operatives cannot let

themselves in. If keys are provided they must open all locks without any special efforts or skills.

7.3. If the Client needs to change a cleaning day or time the Company will do its best to accommodate him. A minimum of 24h notice is required. Please note that the Company cannot guarantee that the same cleaner will be available on the new day and at the time the Client requires. Any changes in the cleaning schedule are subject to availability. 7.4. The Company's cleaning operatives work on any day of the week including Bank Holidays. If the Client's cleaning visit is due on a Bank Holiday and he hasn't called, faxed or e-mailed the Company to cancel the visit 24hours prior to the start of the

cleaning session, the Client agrees to and understands that the regular amount due for that cleaning visit will be charged regardless of whether the cleaning operative has cleaned the Client's property or not.

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## 8. Termination Of Contract

8.1. The Client may terminate the cleaning contract by giving 14 days prior notice. The Client agrees to have least 2 cleaning visits carried out during the 14 days notice period.

8.2. The Client agrees to pay a cancellation fee of £30.00 if:

a) No notice is given

b) The Client provides a termination notice and requires less than 2 cleaning visits.

## 9. Employment Referral Fee

9.1. The Client is liable for an employment referral fee of £1000.00 per person, should he directly employ (either legally or on a cash basis) anyone currently employed/sub-contracted by the Company, or employed/sub-contracted by the Company within the 1 year period prior to such employment. The Client agrees to pay this fee whether he notifies the Company of his action or the Company discovers this employment independently at any time after it occurs. The Client further agrees to reimburse the Company for any and all collection or legal fees the Company incurs in collecting this fee.

## 10. Claims

10.1. The Company's public liability insurance will cover damages caused by a cleaning operative working on behalf of the Company up to £1,000,000.00. All claims are subject to an excess of £50.00. The insurance policy includes extra protection by adding Fidelity Risk cover of up to £10,000.00.

10.2. The Client agrees that due to the nature of the service the Company guarantees only to correct any problems reported within 24 hours. Failure to do so will entitle the Client to nothing. The Company may require entry to the location of the claim within 24 hours to correct the problem. Any refunds or adjustments must be requested from the Company directly and subject to approval by the Company.

10.3. The Client waives his right to stop payment on his cheque or protest a credit/debit card charge unless the Company fails to make good on the guarantee shown in part 13.

10.4. While the Company operatives make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed. For this specific reason, the Company requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or not cleaned by the cleaning operatives.

10.5. In case of damage, The Company will repair the item at its cost. If the item cannot be repaired the Company will rectify the problem by crediting the customer with the item's present actual cash value toward a like replacement from a Company's source upon payment of cleaning services rendered.

10.6. The Company shall not be responsible for damage due to faulty and/or improper installation of any item. All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to clean without causing harm.

10.7. No claims shall be entertained if the Client has an outstanding balance aged more

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than 14 days.

10.8. Any attempt to commit insurance fraud or any use of false information to commit

any type of fraud will be prosecuted to the fullest extent of the law together by the Company and the Insurance Provider(s). Monetary compensation as well as legal fees may incur.

10.9. Key replacement/locksmith fees are paid only if keys are lost by our cleaners. There is a £30 per location liability limit.

## 11. Complaints

11.1. All complaints must be received in writing by letter, fax or email.

11.2. If the Client is displeased with a currently occurring service, the Company asks that the Client report it as soon as he/she notices anything that might be to his dislike. No complaints made 24 hours after the end of the cleaning service will be accepted.

## 12. Liability

12.1. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, 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 Company operatives at the service address. The Company operative's aim is to be right on time for any visit but sometimes due to transport related and other problems which are beyond the Company's control, the Company operative's may arrive with a delay or the cleaning visit may be re-scheduled.

12.2. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, 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) A cleaning job not complete due to the lack of suitable/enough cleaning materials, lack of hot water or electricity, or equipment not in full working order

b) Third party entering or present at the Client's premises during the cleaning process

c) An existing damage to Client's property in the form of old stains/burns/spillages etc. which cannot be cleaned/removed completely by the cleaning operative using the Client's cleaning equipment and materials and in accordance with the industry standard cleaning methods as described in the Company's method statements

d) Any damages caused by faulty/not in full working order equipment or materials supplied by the Client

e) Any damages worth £50.00 or less.



12.3. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, 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 Company carrying out services for the Client if the Client has an outstanding amount aged 14 days or more from the date the payment was due.

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12.4. We record all incoming and outgoing phone conversations for quality control, record keeping and back-referral for any inquiries or investigations.

### 13. Supplementary Terms

13.1. If the Client requests keys to be collected by the Company's operatives from a third party's address outside the postal code of the serviced address then a £10.00 charge will apply.

13.2. The Company, reserves the right to reevaluate rates at any time should the Client's initial list of tasks changes.

13.3. The Company 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 cleaning operatives to complete the job

are being provided those are only estimates based on the average time it takes to clean a home or an office 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. Please note that one off cleans may take longer to complete due to longer intervals between cleaning sessions, number and type of cleaning tasks required, when compared to the regular maintenance cleaning of the same property.

13.5. The Client understands that the price he has been quoted is not for a "package deal";

and does not include anything apart from cleaning labour.

13.6. The Company shall arrange an immediate replacement should an operative cannot attend a scheduled visit, and will inform the Client prior to the visit.

13.7. Post Construction Cleaning (Builders Cleaning), Event Cleaning or badly neglected homes may take up to three times longer than a well maintained home requiring general cleaning. Therefore the Company advises the Client to ask for our specialist cleaning services: Builders Cleaning or Event Cleaning.

13.8. The cleaning operatives are not allowed to hand wash any items of clothing belonging to the Client. The Company advises that our operatives can only use a washing machine for such tasks.

13.9. All fragile and highly breakable items must be secured or removed.

13.10 The Company shall not be liable under any circumstances for any damages to Client's property caused by bleach/bleach containing products, if the Client is provided those.

13.11. The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The Company 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.

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#### 14. Our Guarantee

14.1 The Company has built its business and reputation by providing its clients with the best possible cleaning service available. Still, the Company realizes, that because its operatives are human beings, they sometimes make mistakes. For this reason, the Company offers you a guarantee. If the Client is not satisfied with the cleaning standard of certain areas after the cleaning, the Company's operatives will come back to the Client's home and re-clean those areas free of charge.

#### 15. Referral Credit

15.1. Any Client of the Company will receive a one-time credit of £20.00 for referring another Client. Credit will be issued after new Client has been serviced 2 times.

#### 16. Law

16.1 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.

If you have any questions or concerns about these "Terms and Conditions" please don't hesitate to contact us.