

Cleaning Services Agreements entered into between Sheer Sparkle and Clients are subject to the following Terms and Condition:

A	In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages occasioned thereby.
B	Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.
	Performance
C	The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
	Currency
D	Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.
	Payment
E	The Contractor will charge the Client for the Services at the rate of £13.50 per hour (the " Payment "). Payment is due in full at the time of service. Payments may be made in cash or by debit card issued by a UK bank.
F	An invoice for work performed by the Contractor under this Agreement can be issued to the Client upon request.
G	All Payments stated in this Agreement do not include value added tax. Any value added tax required to be paid will be charged to the Client in addition to the Payment.
H	The Contractor will be responsible for any income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.
I	The Contractor will be solely responsible for the payment of any remuneration and benefits due to any agents it might occasionally employ for specific tasks, including any National Insurance, income tax and any other form of taxation or social security costs.
J	The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.
K	In order to enable the Contractor to undertake the services, the Client agrees to give to the Contractor a key and/or details of any relevant access codes and/or to be present at the Property on the arranged days and times as specified above to admit the Contractor. If the Client has an alarm and if a code is not provided to the Contractor, it is expected that the alarm will be turned off on the days that the Services are to be provided.
L	The Contractor agrees to keep any details of keys and access codes strictly

	confidential and take all reasonable steps to ensure the security of any physical keys and access codes. The Contractor accepts no liability of any nature for any losses that may arise from the Client's provision of any key and/or access details and the Client hereby indemnifies the Contractor in respect of any losses that may be sustained as a result, howsoever caused. Key replacement/locksmith fees are paid only if keys are lost by the Contractor or its agent.
M	If the Contractor is prevented from gaining access to the Client's Property to carry out work as arranged, the time lost to the Contractor shall be considered to be one (1) hour per employee so delayed and the Contractor reserves the right to invoice the Client accordingly.
	Confidentiality
N	The Contractor is committed to protecting the privacy of all of its clients and will treat the Client's information confidentially. The Contractor recognises that this Agreement creates a confidential relationship between the Contractor and the Client and that information relating to the Client's affairs may become known to the Contractor or its agents during the term of this Agreement. The Contractor agrees to, and to ensure its personnel agree to, keep confidential any personal data regarding the affairs of the Client and not to disclose such information to any other person except as described in the Privacy Notice set out below or as otherwise required by law.
O	The Client recognises that the Contractor may be required to collect and process personal data relevant to the Client and hereby agrees to the collection and processing of any personal data for the purposes of administering the Contractor's obligations under this Agreement and as described in the Privacy Notice set out below. For these purposes, the terms "process" and "personal data" have the meanings given to them by the Data Protection Act 1998. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
P	The Contractor is responsible for protecting the personal information provided by the Client when using its Services. If the Client has any questions about their personal information, or wishes to access or update such personal information, or request that it be deleted, the Client can request that of the Contractor at any time.
Q	The personal information collected includes the Client's name and contact details. It will also include information about the transactions undertaken with the Contractor, and the details of the payment card(s) used to pay the Contractor. This personal information is used by the Contractor only to administer its records, to provide its services, and to comply with any statutory, regulatory or reporting obligations to which it is subject. The Contractor may also disclose such information where it is required by law or regulation, where necessary to exercise, establish or defend legal rights, or where disclosure is necessary to protect your interests or those of another person.

	Return of Property
R	Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records or Confidential Information which is or are the property of the Client.
	Capacity as an Independent Contractor
S	In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.
	Indemnification
T	Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement
	Claims and Insurance
U	The Contractor has a £2,000,000 public liability insurance policy underwritten by Aviva under policy number 279728247. There is an excess of at least £250, dependent on the specific type of claim, which will be at the cost of the Client. Where the Contractor occasionally employs an agent, they will be self-employed, and the Contractor has public liability insurance covering such agents.
V	Notwithstanding that the Contractor is insured, it shall not be liable for any loss, damage, or injury arising from the breaking or disintegration during cleaning by the Contractor or its agents of any cracked, defective or broken parts of the Property nor will the Contractor be liable for any loss, damage or injury arising from the general wear and tear resulting from the cleaning by the Contractor's agents.
W	The Contractor will not be responsible for damage due to faulty and/or improper installation of any item. All surfaces (e.g. marble, granite, wood, glass, metal &c.) are assumed sealed and ready to clean without requiring special preparation, attention and cleaning materials.
X	If the Client has a concern regarding the quality of the service provided, he or she is obliged to immediately raise that concern with the Contractor and in any event no later than twenty-four (24) hours of the service being provided. If the concern is justified, the Contractor will arrange for the re-

	cleaning or rectification of the area under dispute for no additional charge. The Contractor may require entry to the location of the claim within twenty-four (24) hours to correct the cause of the matter of concern. The Client will remain liable to pay for hours worked by the Contractor providing the initial services (other than those hours spent rectifying the concern) and no refund will be offered by the Contractor. Any adjustments must be requested of the Contractor directly and are subject to approval by the Contractor. Failure to contact the Contractor within twenty-four (24) hours regarding that cause of concern do so will result in the Contractor having no obligation of rectification or replacement subject always to the damage being attributable to the actions of the Contractor. If a problem occurs on a Friday it must be reported by noon on the following Monday in order to be accepted as a valid claim. Claims occurring during Bank Holidays and other national holidays must be reported by noon on the next working day following that holiday in order to be accepted as a valid claim.
Y	The Contractor reserves the right to take all reasonable steps to make good any damage for which it may be liable under this Agreement in lieu of making payment in respect thereof. Subject to the Contractor taking all reasonable steps to make good any damage for which it is liable under this Agreement, it shall not be liable to the Client for any further compensation.
Z	Where the Contractor is liable to compensate for damaged items, such compensation will be limited to the actual value of the item at the time of breakage and not the cost of a replacement item, the whole in accordance with the principles applied by its insurer. For the avoidance of any doubt, the obligation of rectification and/or replacement is limited only to the actual item or area damaged and not to replacement or rectification of an entire set or workspace.
AA	No claim against the Contractor in respect of alleged negligence of the Contractor or its agents, or any alleged defect in the Contractor's materials respect of any other matter shall be valid unless notice in writing thereof is received by the Contractor at its office within seven (7) days after the happening of the event giving rise to the claim. Unless notified otherwise, any claim will be referred directly to the Contractor's insurer for assessment.
	Cost
BB	The cost of the Services will be as stipulated on our Website or via email, except in cases of obvious error. Prices are liable to change at any time, but changes will not affect orders in respect of which we have previously provided to the Client a booking confirmation. The Contractor reserves the right to re-evaluate its charges at any time to allow for business-related costs and shall give the Client fourteen (14) days' advance notice of any changes.
	Booking Cancellation by Contractor
CC	If the Client is in breach of any of the terms or conditions of this

	Agreement, the provision of the Services will be terminated. The Contractor reserves the right to cancel any booking without notice or cause.
	Booking Cancellation by Client
DD	It is a condition of this Agreement that the Client provides a minimum of forty-eight (48) hours' notice to the Contractor to make a cancellation of work on a day as arranged. In the event that less than forty-eight (48) hours' notice is given, the time lost to the Contractor shall be considered to be one hour per employee involved and the Contractor reserves the right to invoice the Client accordingly. A charge of £25.00 will be made if access to the Property at the arranged time is not possible through no fault of the Contractor. For one-off bookings, cancellations made within forty-eight (48) hours before the scheduled cleaning time will incur a late cancellation fee of 50% of the total cost of the booking. For one-off bookings, cancellations made within twenty-four (24) hours before the scheduled cleaning time will incur a late cancellation fee of 100% of the total cost of the booking.
EE	If the Client needs to change a cleaning day or time the Contractor will do its best to accommodate that change. A minimum of forty-eight (48) hours' notice is required. Please note that the Contractor may be unable to provide the services at the new times or on the new days requested. Any changes in the cleaning schedule are subject to availability.
FF	New clients signing a weekly or bi-weekly service contract with the Contractor are charged at £13.50 per hour inclusive of cleaning materials. Clients who have not signed a service contract and require services on a one-off basis from the Contractor are charged at £15.00 per hour. The minimum number of hours charged for each attendance and cleaning is three (3) hours per cleaning visit.
	Liability
GG	The Contractor's liability for any loss suffered by you as a result of the Contractor not fulfilling the terms and conditions of this Agreement is limited to the purchase cost of the Services provided to the Client during the six months previous to the Contractor not fulfilling the contract. This limitation does not include or limit in any way the Contractor's liability for death or personal injury caused by the Contractor's negligence, fraud or fraudulent misrepresentation, or any matter for which it would be illegal for the Contractor to exclude, or attempt to exclude, liability. The Contractor is not responsible for indirect losses incurred consequent to the principal cause of the loss or damage, including but not limited to: loss of income or revenue; loss of business or trade; loss of profits or contracts; loss of anticipated savings; loss of data; or management or personnel time however arising and whether caused by tort (including negligence), breach of contract or otherwise. The Contractor will take all reasonable care, in so far as it is in our power to do so, to keep the details of your Booking and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the

	Website.
	<u>Event outside of the Contractor's Control</u>
HH	The Contractor will not be liable or responsible for any failure to perform, or delay in the performance of, any of our obligations under this Agreement that is caused by events outside of its reasonable control (a " Force Majeure Event "). A Force Majeure Event includes any act, event, failure, omission or accident beyond our reasonable control and includes without limitation, strikes, lockouts and other industrial disputes, breakdown of systems or transport access, flood, fire, explosion, acts of terrorism or accident. The Contractor's performance under this Agreement is deemed to be suspended for the period that the Force Majeure Event continues and that an extension of time for performance of this Agreement will apply for the duration of the Force Majeure Event. The Contractor will use its reasonable endeavours to mitigate the effects of the Force Majeure Event if possible so that its obligations under the Contract may be performed despite the Force Majeure Event. The Client will not be charged for any work not undertaken by the Contractor in such circumstances.
	Modification of Agreement
II	Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party. The Contractor reserves the right to amend the terms of this Agreement or additional obligation for any reason and will provide the Client with no less than fourteen (14) days' advance notice of any changes to these terms.
	Assignment
JJ	The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.
	Entire Agreement
KK	It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
	Enurement
LL	This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.
	Titles and Headings
MM	Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
	Singular, Plural and Gender

NN	Words in the singular mean and include the plural and vice versa. Words indicating one gender include all genders.
	Governing Law
OO	This Agreement and the arrangements referred to therein are subject to the laws of Guernsey and any disputes arising out of this contract or the arrangements referred to therein shall be subject to, governed by and construed in accordance with the laws of England
	Severability
PP	In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
	Waiver
QQ	The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.