



Amy Domestic Cleaning Agency Service
28 Harcourt Street, London W1H 4HW
Tel: 0845 062 9999 Fax: 0207 806 8255

AGENCY TERMS OF AGREEMENT

This Agreement only becomes binding on the Agency when it has been signed by a duly authorised signatory of the Agency.

Client

NAME.....
ADDRESS.....
.....
POSTCODE.....
Home Telephone.....
Work Telephone.....
Mobile Telephone.....
Other Contact Number.....
Email Address

Client will pay: £..... every month by the Recurring Transaction Authority from Visa or Mastercard account.

Hourly rate payable to Cleaner: £

Hours required per week.....

Day(s) preferred.....

Cleaning work required.

AGENCY: Amy Domestic Cleaning Agency Service, 28 Harcourt Street, London W1H 4HW. England Tel: 0845 062 9999

I/ we hereby agree that this Agreement, subject to the terms and conditions overleaf, shall continue for a minimum period of one month, and continue indefinitely thereafter unless I/ we cancel in writing by giving one week's notice in accordance with the terms and conditions overleaf.

Signed by the Client:..... Date:.....

Authorised Signature of Agency:..... Date:.....

TERMS AND CONDITIONS OF AMY CLEANING (AGENCY & CLIENT)

These terms of business Amy Cleaning Agency ("We" or "the Agency") govern all transactions between you, the client ("You" or "the Client") and the Agency concerning the service supplied by the Agency to The Client as specified in this agreement (the "Service"). We enter into this agreement ("Agreement") with You, intending that all the terms of the Agreement between us are included in these terms and conditions ("Terms") as well as in writing on the front of, or at the beginning of this Agreement to which these Terms are behind, or attached/annexed. Therefore, include any other special requirements or relevant terms, in the space shown on the front of, or at the beginning of this Agreement.

1 PROVIDING THE SERVICE

1.1 In consideration of the remittance of the monthly retainer by You in accordance with Clause 2 below, We will provide You with access to our database of approved domestic cleaners (each of whom is a "Cleaner").

1.2 We will have vetted each Cleaner, of whom details are provided to You by the Agency, to such extent as We may deem desirable or necessary. You may request details of the vetting procedure used in individual cases, where applicable.

1.3 We will allocate a Cleaner on, and subject to, these terms. When we have supplied the Cleaner with the Client's details, and instructed the Cleaner to phone You within 24 hours, a Cleaner shall be deemed to have been allocated ("allocate" and "allocation" in these Terms will have that meaning).

1.4 We reserve the right to vary the supply of the Service including the terms of the insurance as We deem desirable or necessary to improve the supply of the Service, or as otherwise reasonably desirable or necessary. We shall provide only such access to our database, as We, in our absolute discretion, deem necessary.

2 PAYMENT

2.1 You shall sign and return to the Agency, or agree to online a recurring transaction authority authorising the Agency to take payment from Your credit card company of the sum specified on the front, or at the beginning of this Agreement ("Sum"), in the form of a monthly retainer payable in advance. The Sum may be varied by the Agency notifying You 14 days before the payment is debited.

Whether or not You employ or benefit from the services of a Cleaner through the Agency, such payments will continue until this Agreement is terminated in accordance with clause 7.2 except that We will credit the Client's account with an amount of time equivalent to 1 week's retainer (a "No Charge Week") in circumstances where no Cleaner has been provided through no fault of the Client for any period(s) aggregating 1 complete week, but not otherwise. At the Client's option, any credit in the Client's account can be added, to the end of the Client's contract so that We will continue to supply You with a Cleaner, even if this Agreement has been terminated in accordance with clause 7.2, until the period credited expires, or You may arrange with the Agency to take the period credited during the term of the contract.

2.2 To avoid doubt and subject to Clause 2.1, You will only be entitled to receive a credit in respect of a No Charge Week if:

2.2.1 You request in writing to the Agency for a No Charge Week and We agree to this request; or

2.2.2 The Cleaner is absent through no fault of the Client and You have duly notified the Agency in accordance with these Terms; and;

2.2.3 We have failed to allocate a substitute Cleaner within 5 working days of receipt of notification by You, of a requirement for a replacement Cleaner, and You have informed us within 2 further working days of this failure, and as a consequence you did not get the cleaning you required for at least a week.

You must send a written request to the Agency to claim a No Charge Week, together with copies of all applicable Worker Earnings Receipt Forms showing applicable period(s) of absence.

2.3 The minimum fixed term for this Agreement is 1 month (the "Initial Term"). After this, You can end this Agreement by giving at least 1 week's original written notice with Your original hand signed signature to the Agency, at the Head Office address on the Agency's website at the time, to end this Agreement under Clause 7.2, such notice to expire at the end of the Initial Term or at the end of any period of one calendar month (each such period being a "Month"), the first such Month commencing immediately following expiry of the Initial Term and each subsequent Month commencing immediately following expiry of the immediately preceding Month. The term of the notice commences from the time the notice is received at the Head Office address.

2.4 You are responsible for paying any Cleaner used by You in cash (or by other method agreed in writing between You and the Cleaner) at the end of each visit at the agreed hourly rate plus any travel costs specified on the front page or beginning of this Agreement or notified by the Agency from time to time.

2.5 A sum equivalent to the hourly rate at the front or beginning of the Agreement (or such other hourly rate as may be notified by the Agency to the Client from time to time) unless agreed otherwise with the Cleaner, will be payable to the Cleaner for each cancelled appointment to compensate for inconvenience and expense should You cancel appointment(s) with the Cleaner, by giving the Cleaner no notice or less than two working day's notice.

2.6 You and the Cleaner shall use a Worker's Earnings Receipt Form in the form (as amended from time to time) supplied by the Agency, and You, for tax purposes, shall keep copies of all such Forms, for a period of not less than 6 years, in respect of all Cleaners You employ or use, and shall provide the Agency with copies upon request.

2.7 If this Agreement ends, no rebates will be given by the Agency, for fees paid to date or in advance, or in respect of any credit standing to the Client's account.

You will be entitled to have a Cleaner allocated during any notice period, and for any additional period, where appropriate, for which You have paid in advance. To avoid doubt, on termination of this Agreement by either party no rebate will be made where You have declined the allocation of a Cleaner in respect of any period for which the Client has paid the Agency in advance.

2.8 If You are to permit the Cleaner the keys to any property of the Client, You are responsible for ensuring the Cleaner signs a Key Security Deposit Form and obtain the amount stated on the Key Security Deposit Form, copies of which are available on request from the Agency, or from the Agency's website.

2.9 If You employ or use the Cleaner for more hours than You have paid for in the retainer, You are liable to pay an additional fee according to those hours.

2.10 All prices are quoted for You include a discount subject to payment by recurring transaction authority, if You do not pay by this method, then this discount is removed and the amount payable by You to the Agency is 20% higher.

2.11 All payments must be paid when due, and all prices include a discount of 25% which is subject to payment being made within the due time. If such payment is not received when due, the full price becomes payable, and any expenses incurred by the Agency in recovery of the balance shall be chargeable to You. Correspondence from the Agency to You regarding the recovery of outstanding balance will be charged in line with other professional institutions, these charges are available from the Agency on request.

3 THE AGENCY'S OBLIGATIONS

3.1 Once the recurring transaction authority is returned to the Agency, We will use our reasonable endeavours to obtain a suitable Cleaner from our database and allocate such Cleaner to You. You will be able to interview the Cleaner and, as appropriate, either approve such Cleaner whom You will employ directly or with whom You will contract directly, to carry out interior domestic cleaning and ironing, or request the Agency to allocate another Cleaner.

3.2 In the event of You cancelling prior to allocation of a Cleaner, a £20 cancellation fee is payable except where such cancellation is due to the Agency's failure to allocate a Cleaner.

3.3 On request, We will make available the allocated Cleaner's references to You, provided You are going to interview, or have interviewed, the Cleaner.

3.4 We will use our reasonable endeavours to reply in a timely manner to any of the Client's questions, and assist in arranging interviews between You and a prospective new or replacement Cleaner(s).

4 THE CLIENT'S OBLIGATIONS

4.1 YOU WILL EMPLOY ANY CLEANER AS YOUR EMPLOYEE, OR USE THEM DIRECTLY AS A SELF EMPLOYED SUPPLIER and will be responsible for arranging cleaning times, giving instructions, and making correct and punctual payments at the agreed hourly rate, directly to the Cleaner.

4.2 You will keep the Agency fully notified by giving a minimum of 2 working days notice of:

4.2.1 any changes in requirements relating to the hours or days worked by a Cleaner; or

4.2.2 Any complaint about a Cleaner which causes You to wish to appoint a new Cleaner instead of the existing Cleaner; or

4.2.3 Any absences of a Cleaner so We can take remedial action.

4.3 You will give 24 hours notice to the Cleaner, unless agreed otherwise with the Cleaner, of any alterations to times or days of carrying out the Cleaner's duties, or material changes to the Cleaner's duties.

4.4 You will supply all the necessary and operational cleaning, vacuuming, and ironing equipment needed to do the job to your requirements.

4.5 You must give a clear set of instructions to the Cleaner and must only require him/her to do interior domestic cleaning and/or ironing.

4.6 You will give all instructions as to duties to be performed and hours to be worked, direct to the Cleaner, and shall be responsible for contracting with or employing, and terminating the contract or employment of the Cleaner.

5 INSURANCE

5.1 You are the direct employer or contractor of the Cleaner and must ensure that your household insurance policy provides employers' liability cover in respect of domestic servants. The Agency may ask you to provide proof that such cover is in place and that all relevant insurance premiums are up to date.

5.2 We recommend that you have your own separate insurance, and not just the insurance mentioned in this section.

5.3 As a benefit to You each Cleaner employed or contracted by You from the Agency's database, will be covered by an insurance policy which includes public liability cover providing for a maximum payment of £1,000,000 in the event of damage to the Client's property, provided that this damage is caused by the negligence or omission of the Cleaner. You acknowledge and confirm that each Cleaner is employed or contracted by the Client not the Agency and that, save as otherwise herein provided, We will not be liable for any act, default or omission of the Cleaner. You acknowledge and agree that the Agency does not have access to police records, and may not have access to criminal records, when vetting Cleaners and We cannot be liable for false or misleading information provided by Cleaners.

5.4 The insurance policy will only cover damage to property if and to the extent that the damage is of a value in excess of £100. Neither We nor our insurers will accept liability for any claims under £100 which are hereby excluded. Where any claim is of a value exceeding £100, You shall be liable to pay the first £100 of any such claim.

5.5 The insurance policy does not cover loss or theft of property or possessions, or damage or loss caused by bleach or any substances containing bleach.

The insurance policy is subject to the terms and conditions, and any exclusions, set out in the policy, a copy of which is available from the Agency on request, and You shall be bound by such terms and conditions, and exclusions. However, the main conditions for making an insurance claim are as follows:

5.5.1 The Client must make a statement, using the Agency Damage Claim Forms, concerning damage, how it was caused and the value. The Client must also provide receipts or quotes from firms approved by the Agency in respect of such damage;

5.5.2 The Cleaner must issue a statement as above and admit that the damage was caused by their own fault or negligence;

5.5.3 A claim form will then be completed by the Agency, following which, if the insurance broker appointed to handle the claim needs further information, You will supply it;

5.5.4 You will be responsible for the applicable excess on the policy, currently £100;

5.5.5 Claims where the Client is already covered under its own household insurance policy are excluded;

5.5.6 Only claims exceeding £100 in value are covered by the policy.

5.6 We will not arrange for the insurance referred to in this clause if the Agency fee has not been paid by the Client in accordance with the terms and conditions of this Agreement.

5.7 An insurance policy taken out by the Client may void the insurance policy referred to in this clause in which event all damage and loss will only be recoverable under any policy of the Client.

6 EXCLUSION OF LIABILITY

6.1 To the extent permitted by law, the Agency hereby excludes liability, for any loss or damage whatsoever, including breach of contract, breach of any statutory provisions or implied terms, and/or as a result of negligence of the Agency or its employees or agents, or that of any Cleaner sourced through the Agency.

6.2 The Agency will not be liable for any loss or damage to the Client or any goods or property of the Client however arising.

6.3 If the Agency is held liable by the courts to the Client for any reason whatsoever, including for its negligence, the Agency will only be responsible for any losses that the Client suffers which are a reasonably foreseeable consequence, up to a maximum of a month's retainer.

6.4 In any event, the Agency does not accept liability for any business loss (including, without limitation, any loss of contracts or business opportunity, loss of revenue, loss of profits or loss of anticipated savings in expenditure).

6.5 The Agency shall not be liable under any circumstances for any losses that the Client suffers as a result of any failure by a Cleaner to comply with his/her contractual obligations for whatever reason regardless of the fact that such Cleaner may have been recommended or introduced to the Client by the Agency.

6.6 The Agency shall not be liable for any failure of, or delay in, performance of all or any part of any contract in accordance with these Terms which is due wholly or partially to any cause or occurrence beyond the Agency's reasonable control.

6.7 The Agency shall not be required to perform or complete performance, nor shall it incur any liability for failure to carry out the terms of this Agreement, if at the relevant time the Client is in breach of any obligation to the Agency under any contract with the Agency. The Agency shall have a reasonable time, after such a breach is remedied, to carry out its obligations under this Agreement. If such a breach is not remedied within a reasonable time, the Agency may, on giving reasonable notice to the Client, end this Agreement and shall have the same rights against the Client as if the Agency had ended this Agreement due to a breach of a term of this Agreement by the Client.

6.8 The Agency is not responsible for the failure of any Cleaner to return keys or for any loss whatsoever that may arise as a result. In such circumstances, the Cleaner shall be liable.

6.9 In any event, the Agency shall not be liable for any loss or damage whatsoever caused by bleach or any substances containing bleach.

6.10 All warranties in respect of the Service, whether implied by statute or common law, made expressly or otherwise, are hereby excluded to the extent permitted by law. Furthermore, to the extent permitted by law, the Agency does not guarantee the service, or the performance thereof, in any way whatsoever.

6.11 The Agency may keep any retainer, and decide not to allocate the Client a Cleaner, if it believes that the Client is acting unlawfully, or is an unsuitable or unreasonable employer or contractor, the Agency's decision being final in this matter.

6.12 If the Agency believes that the Client has used, or is attempting, or intending to use, a Cleaner without paying the Agency, the Agency's decision being final in this matter, the Agency has the right not to supply the Client, and to keep any retainer.

7 TERMINATION

7.1 Subject to clauses 2.3 and 2.7, We can terminate this Agreement only by giving not less than two working days notice in writing to the Client.

7.2 Subject to clauses 2.3 and 2.7, You can terminate this Agreement only by giving at least 1 week's notice in writing to the Cleaner and the Agency such notice to be given to expire at the end of the Initial Term or at the end of a Month.

7.3 You will not refer any Cleaner introduced by the Agency to any other person except through the Agency, and if You do so refer any Cleaner, You will be liable to pay a retainer as if You employed or contracted the Cleaner for those hours.

7.4 The restrictions contained in Section 8 and Sub-Clauses 7.3 are separate and distinct and each is to be construed separately from the other.

7.5 The restrictions contained in Section 8 and Sub-Clause 7.3 are considered reasonable by the parties but in the event that either of such restrictions shall be found to be void but would be valid if some part thereof were deleted or the scope or period reduced, such restriction shall apply with such modification as may be necessary to make it valid and effective.

8 INTRODUCTORY FEE

8.1 If you retain, employ or otherwise engage a cleaner directly (i.e. otherwise than through us) who was introduced to you by us or in respect of whose details have been provided to you from our database, at any time within twelve months of the last cleaning services provided to you through us, you will be liable to us for an introductory fee calculated in accordance with 8.2 below.

8.2 The introductory fee is calculated as follows:

8.2.1 In respect of a one off use of a cleaner introduced to you from our database, £500.00 plus 12 x the amount stated on your invoice, or

8.2.2 In respect of a cleaner engaged on a recurring basis in accordance with the provisions of this agreement, £500.00 plus 12x your last monthly invoice.

8.2.3 The introductory fee is payable within 14 days of a written request to you by us.

9 GENERAL

9.1 It is the intention of the Agency and the Client that all the terms of the Agreement between us are included in writing on the form to which these Terms are attached/annexed and in these Terms. Therefore include, in the space provided on the form to which these Terms are attached/annexed, any other applicable terms or special requirements. These other applicable terms or special requirements, or any variation of this Agreement shall only be effective if such variation is in writing and signed by a Director of the Agency, and the Client.

9.2 If any provision of this Agreement shall be found to be void, invalid or unenforceable, whether by a court of law, agreement of the parties or otherwise, the remainder of this Agreement shall remain in full force and effect notwithstanding any such invalidity, illegality or unenforceability but the provision in question will either be amended so as to make it valid, legal and enforceable or, in the event that this is not possible, deleted.

9.3 No delay or failure on the part of the Agency to exercise or enforce any rights or remedies pursuant to the terms of this Agreement shall constitute a waiver of such rights or operate to prejudice the exercise of any such rights at any time thereafter.

9.4 Any headings to clauses or sub-clauses are for convenience only and shall not affect the interpretation or construction thereof.

9.5 The Agency and Client submit to the exclusive jurisdiction of the English courts.