



# THE CATS WHISKERS

**Perelle House  
Holt  
Wimborne  
Dorset BH21  
7EF**

**Tel: 01202  
805560**

*Superior Professional Cleaning  
Let us Exceed Your Expectations*

## **1 Acceptance of Terms & Conditions of Business**

- a This agreement (hereinafter 'this agreement') is between 'The Cats Whiskers (Cleaning) Limited' trading as 'The Cats Whiskers', (hereinafter 'us', 'our' or 'we') and the Client (hereinafter 'you' or 'your').
- b We will supply a copy of these terms and conditions to you at the time that we provide you with a quotation for supplying our services to you. This quotation will incorporate a recommendation that you read these terms and conditions. By accepting our quotation you are confirming you have read these terms and conditions, and you agree to them.

## **2 Our obligations to you**

- a We will provide a suitable cleaner to provide the cleaning and other services described in our quotation and which quotation has been accepted by you (hereinafter "the agreed cleaning services").
- b The agreed cleaning services may be varied either temporarily or permanently as you may agree with us.
- c We will vet our cleaner through interviewing procedures, reference checks and police checks, as appropriate, prior to allocating our cleaner to you.
- d We will use our best endeavours to provide the agreed cleaning services that you require.
- e We will also use our best endeavours to provide the agreed cleaning services on the dates and at the times agreed with you. However, you accept that from time to time and due to unforeseen circumstances, we may need to agree alternative arrangements with you. You also accept that we will not be held responsible for any consequential loss to you that may arise as a consequence of either (i) our inability to provide the agreed cleaning services on the previously agreed dates or times or (ii) the alternative arrangements.
- f We warrant that we are fully insured for breakages or damage to property being cleaned. We can supply a copy of our insurance policy to you on request.

## **3 Your obligations to us**

- a You will ensure that all electrical and other equipment to be used by our cleaner is in full working order and will not expose our cleaner to any hazard or risk of injury.
- b You will provide all cleaning materials and other consumables that are required to enable us to provide the agreed cleaning services to you.
- c You acknowledge that our cleaning services do not extend to antiques of any description and are therefore excluded from the agreed cleaning services.
- d You also acknowledge that our cleaning services are confined to the interior only and do not therefore extend to any exterior feature of your home.
- e You will provide us with a set of keys to your home to enable our cleaner to provide the agreed cleaning services to you. You acknowledge that the keys will be held by our cleaner. We undertake to ensure that our cleaner holds your keys in a secure environment that will **not** identify the address to which they relate.
- f You acknowledge that if we have a set of keys but are unable to gain access to your home you may, at our discretion, be liable to pay our normal fee for the agreed cleaning services we were unable to supply.

- g You may cancel or otherwise change a scheduled cleaning visit at no cost to you by giving at least 48 hours notice to us. In these circumstances we will endeavour to rearrange the scheduled cleaning visit at a date and time that is mutually convenient to you and our cleaner.
- h If you cancel or otherwise change a scheduled cleaning visit and fail to give at least 48 hours notice to us, you acknowledge that, at our discretion, you may be liable to pay our normal fee for the agreed cleaning services we were unable to supply.
- i You acknowledge that we can only provide the agreed cleaning services to you if you require scheduled cleaning visits for a minimum of two hours every week (excluding your normal vacation periods when you may not require our services). If you decide to reduce the scheduled cleaning visits to less than this minimum we may, at our discretion, treat your instructions as a termination of this agreement under paragraph 6 below.

#### **4 Payment for our services**

- a We will invoice you monthly in arrears for the agreed cleaning services that we have supplied to you.
- b Our invoice will be made up to and include the last day of each month except when that date is a weekend or other non-business day in which case our invoice will be made up to the previous business day.
- c Payment of our invoice is due immediately on issue.
- d You acknowledge that failure to pay an invoice prior to the issue of the next invoice will result in suspension of our agreed cleaning services until you pay our outstanding invoice.
- e You also acknowledge that if an invoice remains unpaid after one calendar month from issue we may, at our discretion, add a 15% administration fee to the outstanding invoice. You also acknowledge that we may, at our discretion, continue to add a further 15% administration fee to the unpaid outstanding invoice at the end of each and every calendar month until you pay the unpaid invoice.

#### **5 Liability**

- a You acknowledge that we will not accept any liability for any loss of laundry, linen or other apparel which has been washed or ironed by our cleaner at your request.
- b You also acknowledge that we will not accept any liability for any damage or injury suffered or incurred by you whether directly or indirectly caused by our cleaner.
- c You agree and fully accept that, excluding damage or breakages covered by our insurances, our liability to you for damage caused by our cleaner when supplying the agreed cleaning services to you will under no circumstance ever exceed the aggregate fees for the agreed cleaning services invoiced in the preceding three months.

#### **6 Termination**

- a Either party may terminate this agreement at any time by giving one months notice in writing to the other party.
- b If you cancel this agreement and do not give us one months notice you acknowledge that you will be liable to pay us 75% of the fees that you have paid to us for cleaning services in the previous month.
- c If you cancel this agreement you undertake not to hire, employ or otherwise use the services of our cleaner. You also undertake that if you do hire, employ or otherwise use the services of our cleaner after the termination of this agreement you will pay us an "introducer's fee" of £1,000.00.

#### **7 General**

- a We may update, amend or otherwise revise these terms and conditions at our discretion and without prior notice. If these terms and conditions are updated, amended or otherwise revised we undertake to provide you with a copy of the new terms and conditions within one calendar month of issue.
- b This agreement is governed by the laws of England and the English court shall have exclusive jurisdiction to adjudicate in any dispute that may arise out of any provision of this agreement.
- c If any part of this agreement is determined to be invalid or unenforceable under applicable law, then the invalid or unenforceable provision will be superseded by a valid, enforceable provision and in any event the remainder of the agreement shall continue in effect.