

# JESSICA THOMAS HOUSEKEEPING LTD

## TERMS AND CONDITIONS

### A: DEFINITIONS

1. “**JTH**” means Jessica Thomas Housekeeping Ltd (registered in England and Wales, Registration Number 11356257), registered office address 4 Syms Building, Bumpers Way, Chippenham, Wiltshire, SN14 6LH.
2. “**Cleaner**” means the natural or legal person carrying out cleaning services on behalf of JTH.
3. “**Client**” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 to whom the cleaning services are supplied by JTH.
4. “**Service**” means the ordinary Service that JTH and the Client contract for. That can be regular domestic cleaning, a one-off deep cleaning, a one-off end of tenancy cleaning or after builders cleaning, the provision of linen and other related services.
5. “**Notice**” means any written notice sent to and by JTH whether by email or electronic message to notify of changes in the contract or to raise a complaint.

### B: JTH AND THE CLIENT

1. JTH strives to match the requested needs of the Client when introducing a Cleaner on the day and time and for the type of work that is requested.
2. JTH will introduce within a one-week period a new Cleaner as a replacement if the originally introduced Cleaner is not available due to illness or any other reason. All efforts will be made to ensure an immediate replacement is arranged.
3. Should the Client not be satisfied with the service, JTH will introduce a new Cleaner where a minimum one-week notice is served by the Client. JTH commits to provide a replacement as soon as possible after the notice is received and a mutual understanding of the required quality and time is achieved.
4. JTH will liaise with both the Cleaner and the Client to ensure that quality of work is maintained and time preferences (including cancellations) coordinated.
5. The Client agrees that the price they have been quoted does not include anything apart from cleaning labour as detailed before signing up for JTH's services. Should the Client require any further services a discussion with JTH is necessary and if additional services or cleaning materials are agreed upon, a new quote will be provided.
7. Estimates of time for completing a job are based on average times it takes to clean a property of similar size to that of the Client's, and flexibility in relation to time is required on the Client's part. It must be noted that one-off cleans may take longer to complete than regular maintenance cleaning of the same property due to longer intervals between cleaning sessions and number and type of cleaning tasks required. JTH offer the following types of one-off cleaning services: deep clean, end of tenancy and after-builders clean. The conditions for conducting these services will depend on the selected type and payment and cancellation will take place according to the quote provided and the provisions of these Terms and Conditions as listed below.

8. Unless the Client explicitly withdraws permission in writing, our Cleaners and staff are allowed to take pictures or videos of the property as proof of performance. No person shall be in any of the photos or videos.
9. JTH's normal office hours are 0900 to 1700, Monday to Friday. Calls and/or messages sent by the Client to JTH outside of the normal office hours may not be responded to until the office is open again during normal office hours.. Any calls and/or messages urgent or otherwise outside of the normal office hours will incur additional costs.
10. JTH will need to be notified directly, via phone and/or electronic message about any new bookings taken with seven days of our Service being required. If seven days' notice is not provided this may incur additional costs.
11. Call outs which are for purposes other than our usual Service, urgent and/or otherwise will incur costs. This includes but is not restricted to picking up shopping, delivering spare keys, providing extra cleaning and/or linen services.
12. Rubbish removal will be fifty pounds per bin liner. This is where no space is provided and/or available for the bin liner(s) at the property.
13. Where JTH experiences higher than usual levels of rubbish and/or mess photos will be provided to the Client and additional costs will be incurred. This includes but is not restricted to high levels of washing up, soiled sheets, soiled carpets.

## **C: THE CLEANER AND THE CLIENT**

1. Each Cleaner carries out the requested work for the Client during the agreed day.
2. The Service is to be paid by the Client according to an agreement between JTH and the Client. The Cleaner will discontinue Service if payment is not made on time.
3. The contracted Client agrees to pay the full price of the cleaning visit, if:
  - a. The Client cancels or changes the date or time less than twenty four hours prior to the scheduled appointment;
  - b. The Client fails to provide access to the Service premises preventing JTH to carry out the booked work;
  - c. There is a problem with the Client's keys and the Cleaners cannot let themselves in. If keys are provided they must open all locks without any special efforts or skills.
4. To protect confidentiality, Cleaners may not empty rubbish bins unless requested to and will not throw away any items left around, under, on top or besides the designated bins.
5. The Cleaners are not allowed to hand-wash any items of clothing belonging to the Client. JTH advises that our Cleaners can only use a washing machine for such tasks.
6. The Cleaner will not lift any heavy furniture or work at height more than a regular domestic step-ladder with no more than three steps.
7. All fragile and highly breakable items must be secured or removed.
8. For end-of-tenancy cleans the property must be cleared of personal belongings. Any pets must be taken away and shall not be present at the property after the completion of the service. No heavy items of rubbish must be left at the premises. For after-builders cleans, the works must be finished at least twenty four hours before the commencement of the cleaning session and there shall not be any workers still conducting building and repairs.

9. Return of keys after cancellation and settlement of account will be done by either the Cleaner during the last cleaning session, recorded delivery (free of charge and after Clients' authorisation) or guaranteed delivery (payable by the Client).
10. Abuse, harassment or offensive behaviour is unacceptable, whether verbal, physical or visual. This includes any demeaning, insulting, embarrassing or intimidating behaviour directed at any cleaner or employee of JTH related to race, colour, gender, national origin, age, religious creed, physical or mental disability, marital status, pregnancy, sexual orientation, , citizenship or another characteristic protected by law. If any such behaviour or conduct is discovered, whether directly or indirectly by JTH, the contract will be terminated with immediate effect and no refunds will be due.

## **D: THE CLEANER AND JTH**

1. JTH registers each Cleaner before introducing the Cleaner to the Client.
2. All Cleaners are checked and trained by JTH. Prior to starting work each Cleaner provides relevant documents including but not limited to passport, legal status confirmation and proof of address.
3. JTH provides operational and technical assistance to each Cleaner.
4. JTH has an agreement with each Cleaner it introduces that the latter will discontinue Service for the Client if JTH does not receive its fee.

## **E: JTH FEES, REFUNDS AND CANCELLATIONS**

1. JTH receives its fee from the Client as a monthly payment, except for one off cleans which must be paid for in advance.
2. JTH will sent invoices to Clients for the provision of the Service on or about the 21th of each month and the invoice must be paid in full with seven calendar days. Late payment of the invoice, for whole and/or part will be charged at twenty five pounds per week or part of week.
3. A Client can cancel the Service by giving JTH one month's notice in writing.
4. JTH reserves the right to amend and increase prices and fees to reflect market conditions and the cost of providing the service and appropriate notice will be served to the Client in these circumstances.
5. JTH reserves the right to cancel the contract if no Cleaner can be allocated due to availability, wage the Client is willing to pay, time of the day or day of the week. If no mutual consensus has been reached between JTH and the Client or due to any other reason the service cannot be performed, JTH reserves the right to terminate the contract with immediate effect. Any missed sessions preceding the termination date will be refunded to the Client.
6. Refund, if any is due, will be issued only if the Client has cancelled a cleaning visit before the allowed time (twenty four hours) prior to the start of the cleaning session and a payment has already been taken by JTH.
7. Regular Cleaning Services:
  - a. No refund will be made if missed sessions are due to the Client being on a holiday or away for whatever personal reason, as JTH strives to provide consistent and regular Service. A consistent and regular Service can be maintained while the Client's is away or for whatever person reason the Client has told JHT not to send a Cleaner. Alternatively missed sessions can

- be agreed after this period is finished. This is subject to explicit Client's prior request and JHT agreement.
- b. For customers making full payment to us, any refunds for missed sessions due to JHT or a Cleaner not being able to provide the Service will be paid upon the Client's explicit request.
  - c. All refunds must be claimed within a one month period after the due date of the pre-arranged cleaning session.
  - d. Regular Client's must pay late cancellation/lock-out fee for cancelling or rescheduling a visit with less than twenty four hours' notice. The fee constitutes the full price of the cleaning session. The same fee applies if the Cleaners are unable to gain access to the Client's home, through no fault of JHT or the Cleaner.
8. One-Off Cleaning Services:
- a. Refunds for any one-off cleaning sessions due to Client's being dissatisfied with the Service will not be granted, however a free re-cleaning session will be arranged to satisfy the Client's requirements. The appropriate claims must be made within a forty eight hours period after the completion of the service.
  - b. End-of-tenancy and after-builders cleaning sessions will not be accepted if the Client continues to live in the property after the session has been completed or any building work is being carried out after the completion of the Service and for a forty eight hour period after that.
  - c. For deep cleans the Client may be given a satisfaction form at the end of the clean. By filling the form the Client agrees that the clean has been performed to their expectations and is of the required quality and no later claims for any damages or dissatisfaction whatsoever will be accepted.
  - d. For one-off cleaning sessions refunds will be issued if a Cleaner does not attend a cleaning visit, payment for which has been already collected by JHT.
9. Consumables Price List
- JHT will charge a Client the cost of any consumables requested (e.g. toiletries) and offers the following services, in addition to the costs of the actual consumables:
- a. A managed service which includes managing the consumables at the Client's premises at a fee of one hundred and fifty pounds per calendar month
  - b. One off shopping trips at a fee of fifty pounds per trip.
10. Should the Client have any complaints or comments as to the quality of the one-off cleaning service, JHT strives to offer a re-clean session of the areas which need particular attention and deliver an excellent service to the Client. However, a re-cleaning session is conducted at the expense of JHT and shall never be more than fifty percent of the length of the original one-off cleaning.
11. There is a fifty pounds late cancellation/lock-out fee for cancelling or rescheduling a visit within less than twenty four hours' notice for one-off Clients. The same fee applies if the Cleaners are unable to gain access to the Client's home, through no fault of JHT or the Cleaner.
9. Generally, JHT's Cleaners are not allowed to contract, in writing or verbally, direct with the Client by circumventing JHT. However, with the explicit mutual consent between the Client and a Cleaner, the Cleaner can be directly employed by the Client. In these circumstances, the Client is liable for an employment referral fee of two thousand pounds per person should they directly employ, either legally or on a cash basis, anyone currently employed or subcontracted by JHT, or anyone

employed or subcontracted by JTH within the one year period prior to such employment. The Client agrees to pay this fee whether he notifies JTH of his action or JTH discovers this employment independently at any time after it occurs. The Client further agrees to reimburse JTH for any and all collection or legal expenses JTH incurs in collecting this fee.

10. JTH has a comprehensive insurance policy in place covering damage to the Client's property, theft and Cleaners personal injury. All claims are subject to an excess of five hundred pounds payable by the Client. In case of an incident, Clients are advised to notify JTH within twenty four hours of incident so that JTH is able to assist in resolving reported problems.
11. Any damage claims will be assessed and processed in accordance with the Appendix below.

## **F: PAYMENTS**

1. JTH's fee can be paid by monthly standing order, or bank transfer payment.
2. Should payment not be received as per these Terms, the Service will not be provided until the outstanding invoice has been settled.
3. If JTH is forced to refer the Client's account for collection to a third party then extra costs may be added to the outstanding amount by the debt collecting company.

## **G: LIMITATION OF LIABILITY**

1. Nothing excludes or limits JTH's liability for death or personal injury caused by our negligence, or for any matter which it would be illegal for JTH to exclude or attempt to exclude its liability, or for fraud or fraudulent misrepresentation or due to a breach of the terms implied by Part II of the Supply of Goods and Services Act 1982.
2. Subject to this, our total liability howsoever arising in connection with these Terms, the provision of the cleaning services or the agreement between Client and JTH shall be limited to one million pounds, for either a single incident and/or a series of incidents. JTH shall not be liable for any losses or claims for compensation which do not arise as a direct result of the provision of the Service by JTH to the Client.
3. JTH 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 JTH Cleaners at the Service address. Cleaners endeavour to be right on time for all visits but sometimes due to transport-related and other problems which are beyond the JTH's control, a Cleaner may arrive with a delay or the cleaning visit may need to be rescheduled.
4. JTH 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 equipment, 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. Existing damage to the Client's property in the form of old stains/burns/spillages etc. which cannot be cleaned/removed completely by the Cleaner using the Client's cleaning equipment and materials;
  - d. Any damages caused by faulty or not in full working order equipment or materials supplied by the Client;
  - e. Any damages worth five hundred pounds or less.
5. JTH 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 JTH carrying out services for the Client if the Client has an outstanding fee aged thirty days or more from the date the payment was due.

## **H: GENERAL**

JTH reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice and any changed Terms and Conditions will be sent to the Client or available on JHT website. Whilst JTH shall undertake reasonable endeavours to notify the Client, the Client agrees to make themselves acquainted with any updates or changes in the text of these Terms.

## **I: THE LA**

This agreement shall be subject to the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

## **APPENDIX I**

### **Damage Policy**

#### **Reporting Damage**

1. In the event of damage, this must be reported to JTH within twenty four hours of the end of the pre-booked cleaning session. The Client must notify the administration team in writing via email.
2. Due to insurance considerations, the Client must provide all relevant information about the damage and photographs as evidence where applicable.
3. Damage cases must be reported by email and all following information must be submitted via email for clarity, and to ensure a written record of the communication.
4. Within forty eight of the initial report, JTH must be provided with the full information requested. Without this further information, JTH may be limited in their ability to investigate and that may affect the form of compensation that can be offered.
5. JTH shall not be liable for any damage due to faulty goods, ordinary 'wear & tear', or as a result of reasonable use of any cleaning equipment and products.

#### **Compensation for Damage**

1. In order to verify the purchase of a replacement for a damaged item, a receipt or bank statement will need to be provided so the process of assessing compensation can be triggered.
2. When determining fair compensation, JTH will consider any depreciation, any sentimental value and any wear and tear into the offer of compensation.
3. JTH may offer compensation in the form of credit, repair, replacement or reimbursement. The form of compensation offered will be at JTH's discretion, and will be determined by the results of our formal investigation.
4. Whilst every reasonable endeavour will be taken to compensate the Client for the damage suffered, it must be proved or the balance of probabilities that the damage has resulted from the Cleaner's or any of the JTH's sub-contractors or employees.
5. Mutual consent on the method of compensation shall be reached before any compensation is issued by JTH. If no such consent is present, JTH reserves the right to refuse compensation.
6. An insurance excess of five hundred pounds is payable by the Client as per Clause E.10 of these Terms and Conditions.
7. If the Client has been given a Satisfaction Form and that form has been completed and submitted to JTH, the Service shall be deemed as performed up to standard and no damage claims will be entertained after the date of receipt of the Form.
8. JTH shall not be liable for any damages as provided in Clause 7 "Limitation of Liability" of these Terms and Conditions.