



Customer Terms & Conditions

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1. Definitions

Please take time to review these terms and conditions before signing the declaration. In these terms of business the following definitions apply:

- a. 'Company', 'Business', 'Us', 'We' – means Total Home Care.
- b. 'Director' – Timm Birt.
- c. 'Cleaner', 'Team Member', 'Colleague', 'Employee', 'Trainee', 'Volunteer' – means the person or company carrying out services on behalf of Total Home Care.
- d. 'Associates' – means Directors, Employees, Trainees, Volunteers, and other persons who perform work for Total Home Care.
- e. 'Client', 'Customer' - means the person, company, corporate body together with any subsidiary or associated company as defined by the Companies Act 1985, to who the services are supplied to.
- f. 'Satisfied' – means contented; pleased with the Service.
- g. 'Contract', 'Agreement' - these terms and conditions, and the Checklist which constitute the full and complete Service agreed between the Customer and the Company.
- h. 'Quote' – means the estimated price for the service.
- i. 'Service', 'Clean', 'Duties', 'Activities' – means the services carried out on behalf of Total Home Care.
- j. 'Visit', 'Appointment', 'Assignment' – means the attendance at the Client's service address by the Company or the Cleaner to carry out a Service.
- k. 'Carpet Clean' – means the cleaning of specified carpets agreed by the Company and the Customer.
- l. 'Deep Clean' – means Standard practise duties, with the inclusion of moving furniture, cleaning behind appliances, inside of cupboards etc.
- m. 'Standard Practise' – means the basic service provided by the Company as detailed in the Specific Details form.
- n. 'Premises', 'Property' – means the Client's service address.
- o. 'Business Premises' – means the Company address.
- p. 'Equipment', 'Tools', 'Products' – means the items used by the Company or Cleaner to complete the Clean.
- q. 'Complaint' or 'Complaints' – means the expression or expressions of dissatisfaction.
- r. 'Checklist', 'Specific Details', 'Customer Requirements' – means the Service to be carried out for the Client.
- s. 'Pro Rata' – means proportional or proportionally.
- t. 'Outstanding', 'Overdue' - means not having arrived, been received, or been done by the expected time.
- u. 'Free' – means without cost or payment.
- v. 'Website' – www.total-homecare.co.uk

2. Contract

- a) These Terms and Conditions represent a contract between Total Home Care and the Client.
- b) The Client agrees that by booking Total Home Care by phone, email, social media, it's website or any other form of communication, they are bound by the Total Home Care Terms and Conditions.
- c) These Terms and Conditions shall prevail over any other terms of business, purchase conditions, alterations or variations put forward by the Client, unless otherwise agreed or approved in writing by a Director of Total Home Care.
- d) These Terms and Conditions are governed by the relevant United Kingdom law, and by agreeing to be bound by them the Client agrees to submit to the exclusive jurisdiction of the relevant courts of the United Kingdom

3. Obtaining a Quote & Booking the Clean

Once the Customer books a Free Quotation, Total Home Care will:

- a) Attend the Appointment on time as agreed.
- b) Take notes regarding the requirements, to be typed up and presented to the Customer to agree and authorise as in the form of a Specific Details document.
- c) Take images of areas to be Cleaned, to use for preparation for the Clean, and for the Companies records.
- d) Provide a Quote. This is an estimate and the cost to the Customer may vary, dependant on the total time taken for completion of the assignment. The Company shall advise in advance if during the Clean, the cost is to increase.
- e) Explain and discuss the Terms & Conditions with the Customer.
- f) Confirm Deposit amount, and either collect cash deposit and leave receipt, or agree for the Customer to complete a bank transfer for the Deposit.
- g) Confirm once Deposit payment is received, and confirm Appointment booking. The Appointment is not confirmed until the Deposit is received.

4. Cleaning Requirements & Standard Practise

a) Total Home Care uses a Standard Practise form as below (regular/one off cleaning):

Specific Details

<i>Please detail exact cleaning instructions to ensure all expectations are met.....</i>
All rooms:
Remove all cobwebs including in lamp shades, clean windows, sills and frames, wipe door frames and radiators, skirting boards, sockets & light switches, sweep/vacuum/mop floors, dust & polish all accessible surfaces , empty bins (waste to be placed in customers external wheelie bins)
Kitchen (& Utility): Wipe worktops, cupboard doors and front of white goods, clean all worktop Appliances, clean hob & extractor, clean glass fronted cupboards, clean tiled splash backs throughout
All Bathrooms: Clean toilet, sink, shower/bath, shine taps, clean & polish mirrors & glass, wipe clean all accessible surfaces, clean tiled splash backs
Hall, stairs & landing: sweep/vacuum floor, wipe clean hand rail, spindles and in between spindles removing all dust
Lounge/dining room/reception rooms/office: Ensure that desk, dining table, TV unit shelving etc is all dusted an polished as required.

- b) The Company and Cleaner will follow the Specific Details form to complete all activities stated, unless the Customer requires amended/additional Duties. These amended/additional duties **must** be detailed on the Specific Details form. All Duties **not** listed will **not** be carried out.
- c) Should you require Deep Cleaning or Carpet cleaning services, this should be discussed at the Quote Appointment. Duties to be carried out are to be clear and precise, to ensure that

the Specific Details are correctly amended to reflect the additional services.

- d) Any additional Service will be charged accordingly.

5. Accessing the property

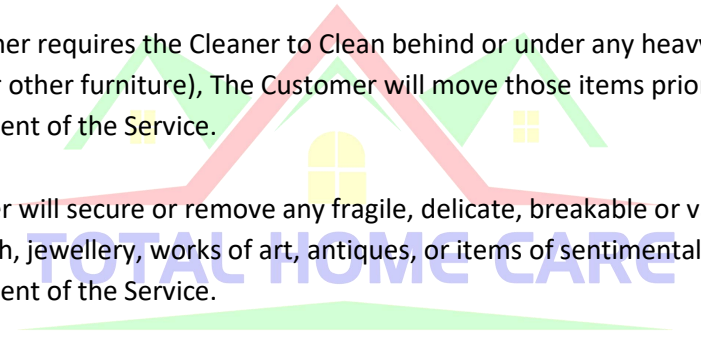
Provision of a key or keys may be required. We have a strict policy in relation to the Company holding a key or keys on behalf of the Customer. You can request a copy of this policy from either Director. Should we require a key or keys to access the Customer Premises:

- a) The Company and the Customer will sign a key(s) release form, giving the Company authorisation to hold and use the keys for the appointment(s) only, to carry out the agreed Service.
- b) The Customer agrees to pay the full price of the Cleaning Visit in the event of the Cleaner being locked out, the Cleaner being turned away or access being declined, the Customer not being at the premises to allow access to the Cleaner, or a problem with Customer's key(s) or lock(s). If a key(s) are provided they must open the lock without any special efforts or skills.
- c) Once the Service has been provided or the contract ends, the key(s) need to be returned to the Customer and a Key Return form completed by the Company and the Customer.
- d) If the Company is unable to return the key to the Customer within 14 days, the Company will have the key destroyed.
- e) The Company accept **no** liability for damage or loss in any form, whether directly or indirectly, following the completion of the Service.
- f) If the Customer will be present at the time of the Clean, they must be available at the agreed time of the Appointment to allow access to the Cleaner.
- g) Failure of the Cleaner having access will result in termination of the contract and loss in it's entirety of the deposit.

6. Accessing areas to be cleaned

The Customer represents and warrants that:

- a) The Customer will provide a safe working environment at the Premises for the Cleaner to perform the Service.
- b) The Cleaner will have unencumbered and unobstructed access to those areas of the Premises requiring the Service.

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- c) The Customer will provide the Cleaner with access to all services and utilities (including hot and cold water, electricity, and rubbish bins) as required by the Cleaner to provide the Service.
 - d) The Customer will advise the Company prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime at the Premises.
 - e) The Cleaner is authorised to use the Premises and obtain the provision of Service.
 - f) If the Customer requires the Cleaner to Clean behind or under any heavy items (e.g. a fridge, bookshelf, or other furniture), The Customer will move those items prior to the commencement of the Service.
 - g) The Customer will secure or remove any fragile, delicate, breakable or valuable items, including cash, jewellery, works of art, antiques, or items of sentimental value prior to the commencement of the Service.
 - h) Fridges and Freezers must be thoroughly defrosted before cleaning can start.
 - i) Kitchen cupboards must be emptied before cleaning can start. They will not be covered by the terms if this is not the case.
 - j) Ovens must be in a condition that will enable thorough cleaning with standard professional chemical products.
 - k) The Cleaner will do their best to make sure your electrical appliances, microwave, oven, fridge/freezer, are cleaned to a high standard. However, if they have not been cleaned since they were purchased, or for a considerable amount of time, we won't be held liable for ingrained dirt that cannot be removed using standard professional chemicals.
 - l) The Cleaner are not allowed to hand wash any items of clothing belonging to the Customer.
 - m) The Company advises that our Cleaner can only use a washing machine for such tasks.

7. Signing off the clean

In order for the Business to run efficiently, the Company require the Customer to:

- a) Confirm the Clean is satisfactory via email, within 24 hours of the completion time of the Clean.
- b) Should the Customer not be Satisfied with the Service, they should make the Company aware of this within 24 hours, to allow for amendments to be made.
- c) Once aware of areas of dissatisfaction, the Company will arrange for the Cleaner to return to rectify the issues, at no extra cost, providing the Duties are not outside of the originally

agreed Duties.

- d) Following the rectification of the areas of dissatisfaction, standard Terms & Conditions apply.

8. Equipment

- a) The Company shall provide all Products, Equipment and Health & Safety Equipment training, unless the Customer requires the Cleaner to use Products and Equipment provided by them.
- b) The Products and Equipment shall remain the property of the Company whilst at the Premises of the Customer.
- c) It is the responsibility of the Cleaner to remove all of the Products and Equipment from the Customer's Premises upon completion, however it becomes the responsibility of the Customer to advise the Company should any Products or Equipment be left behind.

9. Payments

9.1 Deposit:

- a) The Deposit is **non-refundable**.
- b) The Deposit amount is determined by the Company at the time of the quote and it shall be relative to the work involved.
- c) A minimum Deposit amount of £20 will be required to secure any Service Appointment.
- d) The Deposit should be paid via bank transfer by the date agreed at the Quote. Failure to make the payment may result in the loss of availability at the desired Appointment time and date.
- e) The Deposit amount will be deducted from the outstanding balance.

9.2 Outstanding Balance:

- a) Following the first Clean, the Company shall invoice the Customer for the duration of the contract i.e one off, monthly, quarterly, six monthly or annually.
- b) The outstanding balance is payable via **bank transfer only**.
- c) Failure to make payment to clear the outstanding balance in full, within the provision of these Terms & Conditions, will result in cancellation of any Agreement or Contract, loss of the deposit in its entirety, and weekly additional charges incurred to the balance.

- d) Any overdue outstanding balance will incur a charge of £10 or 15% per week, whichever amount is lowest.
- e) The weekly charge for overdue outstanding balance will be charged on a pro rata basis.
- f) Should the Company see fit, any overdue payments will be referred to a debt recovery organisation, where further charges may be applied.
- g) All payments made to Total Home Care are to be paid into the below account via bank transfer or Standing Order with the reference number provided at the Quote Appointment:

Total Home Care
Sort Code: 608371

Account Number: 60345230

£20 Deposit & Payment Reference: DOOR NUMBER & SURNAME

TOTAL HOME CARE

9.3 Payment Agreement

..... agrees to pay Total Home Care a total of £..... per,
invoiced in advance, for Services provided **commencing on**
Services will be carried out **each and every** **at**, unless arranged
in accordance with Section 10.3.b.

The above named customer agrees to pay the stated amount **within 7 days** of the invoice date, and understands that should the balance remain outstanding on the 8th day, no future Service will be provided until the balance is settled. Additional charges will be incurred as per section 9.2.d, and debt recovery action may begin as per section 9.2.c.

The Contract will automatically renew; **every month** and you will receive an automated invoice for the period, unless the Company is advised otherwise.

10. Cancellation or Alteration of Service

10.1 Cancellation by the Customer

- a) The Customer can impose cancellation of the Service at any time.
- b) Cancellation must be in writing, either via hand written letter or via email from the Customers own email address.
- c) A minimum notice period of two weeks is required should the Customer wish to cancel the Service.
- d) Upon cancellation, no refund will be given for the remaining period of the contract.
- e) On occasion a refund may be agreed. Refunds can take up to 14 days.

- f) Upon cancellation of the Service, all relative paperwork must be completed entirely, key(s) returned, Equipment returned, and outstanding balance paid.
- g) Should the Outstanding balance remain unpaid, additional charges apply as per section 9.2.d, and debt recovery action may begin as per section 9.2.c.4

10.2 Cancellation by the Company

The Company reserve the right to cancel the Contract:

- a) Should an Outstanding Balance remain outside of the 7 day payment period.
- b) Following damage or theft of the Company Products or Equipment.
- c) Due to abuse or mistreatment of the Company or its Associates, by a Client or any person associated with the Client.
- d) Failure to provide access to the Cleaner.

10.3 Alteration

- a) Should the Client need to change a Cleaning date or time the Company will do its best to accommodate.
- b) A minimum 24 notice is required.
- c) The Company cannot guarantee that the same Cleaner will be available for the new.
- d) Any changes in the Service schedule are subject to availability.

11. Complaints

- a) All Complaints should be reported immediately or in the worst case scenario within the 24 hour satisfaction and payment period.
- b) Failure to advise the Company of any Complaints within the 24 hour period will mean loss of entitlement to rectification without additional cost, of the areas of dissatisfaction in the provision of the Service.
- c) The Directors will handle all complaints, and all decisions and outcomes are decided at the discretion of the Directors.
- d) The Company agree to resolve all Complaints efficiently and adequately in agreeance with the Customer.

- e) The Client agrees that should a complaint arise within the allowance period, regarding the Cleaning standards, they will allow the Company to visit the Premises to inspect and investigate, and recovery Clean if required.
- f) The Client must be present at all time during the recovery Clean.
- g) The Company shall not be responsible for damage due to faulty and/or improper installation of any item.
- h) All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to Clean without causing harm.
- i) All Outstanding balances should be paid in full, prior to a complaint resolution. Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will lead to prosecution to the fullest extent of the law, by the Company and the Insurance Provider(s). Monetary compensation and legal fees may be incurred.

12. Insurance

- a) The Company hold Public Liability Insurance and Employers Liability Insurance.
- b) The Company Insurance documents are available to view upon request or via the Company Website, as per Section 1.v.
- c) The Company reserves any right to refuse disclosure of confidential company or employee documents.

13. Direct Engagement

The Client agrees that should they employee or enter into an agreement with an Employee/Sub Contractor of the Company for provision of Service outside of the Agreement with the Company, be it verbal or written, they will be liable to pay a fee of £500. This is payable to the Company within 24 hours of the arrangement by the Customer with the Employee/Sub Contractor. Furthermore no discussion relating to changes in or additional services provided by the attending representative of the Company shall take place with the attending representative of the company, and immediate cancellation of this contract will take place, and the above fee will be payable. No discussions relating to the financial information regarding payments to the Employee or the Company are to be discussed, as this will lead to immediate termination of this contract and the contract of the Employee/Sub Contractor as a result of this breach of confidential information.

Please be advised that you are entering into a contract with Total Home Care, and not the attending representative of the company.

14. Additional Terms

- a) Total Home Care reserve the right to amend the rates of the Client's initial visit at any time and in its own discretion, if: a) The Clients initially requested tasks change; b) The Clients visit frequency requirements change.
- b) The Client agrees and understands that all Estimates of the Cleaning visit duration given, may change, depending on the individuality of each property, required tasks, property conditions, provided equipment, unforeseen circumstances.
- c) Builders Cleaning, Event Cleaning, Move Out/In Cleaning, Spring Cleaning or badly neglected homes may take up to three times longer than a well maintained home requiring general cleaning. The Company is not liable for any unsatisfactory result if the Client decides and agrees or insists on fewer hours than advised by the Company.
- d) The Company will ensure to deliver the best possible result in the allocated time.
- e) The Client agrees that all fragile items, highly breakable items, antiques, items of sentimental value must be secured or removed away from the Cleaner prior the cleaning visit.
- f) The Company shall not be liable for the shrinkage of carpets as a result of poor fitting.
- g) The Client agrees that the Company is not responsible for any damage caused as a result of the Client placing furniture on a carpet which has not completely dried.
- h) The Client agrees that the Company is not liable for any wear or discolouration of fabric that becomes more notable once dirt is removed.
- i) The Client agrees that Total Home Care are not liable for any damages caused by faulty products/equipment provided by the customer.
- j) The Client agrees that freezers must be defrosted in advance, as the time-scales for defrosting will not enable us to thoroughly clean them.

- k) Total Home Care reserve the right to make any changes to any part of these Terms and Conditions without giving any prior notice.

15. Marketing, Feedback & Images

- a) The Company reserve all rights to any feedback or mages given or taken in relation to Services provided by the Company.
- b) The Company is free to use via the internet, email, print and any other marketing and advertising medium, any images or feedback in relation to the Service provided by the Company.
- c) The Company may display a flag or pavement advertising sign at your premises whilst providing the Service, to advertise that the Company is in attendance, providing the Service.

You may opt out of this by ticking the box

- d) The Company may from time to time send you, via email or post advertising and promotional material.

You may opt out of receiving this by ticking the box

16. Offers & Referrals

- a) All offers are subject to the offer's terms and conditions.
- b) All offers may be used as standalone offers and not in conjunction with any other offer available.
- c) The Directors may, at their discretion, apply more than one offer to a Customer.
- d) The Company reserve the right to amend or cancel any offer at any given time, without prior notice or warning.

17. Customer Declaration

- a) These Terms and Conditions represent a contract between **Total Home Care and the Customer.**
- b) The Customer agrees that by authorising the Services of Total Home Care they are bound by the Total Home Care Terms and Conditions.
- c) These Terms and Conditions shall prevail over any other terms of business, alterations or variations put forward by the Customer, unless otherwise agreed and approved in writing by a Director of Total Home Care.
- d) These Terms and Conditions are governed by the relevant United Kingdom law, and by agreeing to be bound by them the Customer agrees to submit to the exclusive jurisdiction of the relevant courts of the United Kingdom.

Signed by Customer:

Signed on behalf of the Company:

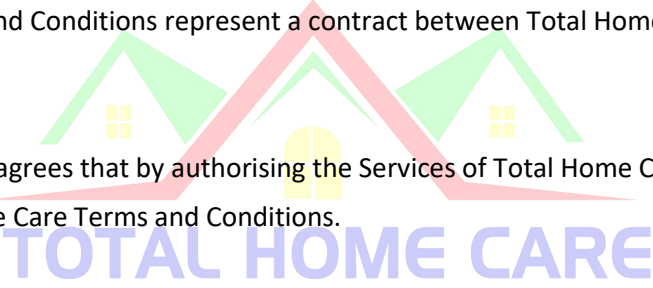
Print Name:

Print Name: Timm Birt

Date:

Date:

Company Declaration

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- e) These Terms and Conditions represent a contract between Total Home Care and the Customer.
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 - h) These Terms and Conditions are governed by the relevant United Kingdom law, and by agreeing to be bound by them the Customer agrees to submit to the exclusive jurisdiction of the relevant courts of the United Kingdom.

Signed by Customer:

Signed on behalf of the Company:

Print Name:

Print Name: Timm Birt

Date:

Date: