

Terms & Conditions

You'll always know where you stand



Aid to Freedom Ltd Terms and Conditions

(January 2013)

1. DEFINITIONS AND INTRODUCTION

1.1 For the purpose of these terms and conditions, the customer will be referred to as the Householder(s) and the introduction business Aid To Freedom Ltd, as the Business and the introduced self-employed cleaners/helpers as the cleaner.

1.2 The Business reserves the right to amend the terms of the Agreement from time to time. The current Terms and Conditions will be published on the business's website.

1.3 In return for the payment of the retainer fee set out on the agreement which shall be payable quarterly, the Business will introduce the cleaner to the Householder(s) but will not enter into any contract on behalf of the Householder(s) with the Cleaner, who will enter into a contract directly with the Householder(s) on such terms as the Cleaner and the Householder(s) shall agree. The Householder(s) will be responsible for all payments to be made to the Cleaners. Note that changes to the number of hours shall affect the amount of the retainer fee.

1.4 The retainer fee shall be subject to review by the Business on the anniversary of this agreement and not later than one month prior to each anniversary of this agreement the Business shall notify the Householder(s) in writing of the retainer fee due to take effect from such anniversary and the Householder(s) shall be deemed to accept such reviewed retainer fee unless notice of termination in accordance with the provisions of clause 8.3 hereof has been given to the Business and the

Householder(s) shall amend their standing order or card payments accordingly to give effect to the change.

2. PAYMENT, STANDING ORDER MANDATE AND FIRST PAYMENT

2.1 The Householder(s) must agree to automatic recurrent credit/debit card payments taken quarterly (13 weeks). Alternatively, sign the standing order mandate authorising payment as specified on the Agreement to be made by the Householder(s) bank quarterly (13 weeks) in advance. If the Householder(s) are using the Elderly helping hands service this is subject to a 4 week payment period in advance.

2.2 A setup fee of £65 is included in the retainer fee and is non-refundable once the cleaner has been introduced by the Business. (This fee is not an extra cost but is part of the retainer fee within the first quarters payment only) 2.3 The Business reserves the right to make an administration charge to the Householder, for any late or missed quarterly retainer fee payments up to £25 per late or missed payment. A letter charge of up to £30 may also be applied. In the event of the payment being missed or late as a result of a bank error, it may be possible to claim these charge back from your bank.

2.4 If the householder chooses to pay the retainer fee by standing order then the Business will not forward the standing order mandate to the Householder(s) bank until a Cleaner has been allocated to the Householder(s).

2.5 The First quarter's payment is taken via cheque or Credit/Debit card payment to the Business. Payment must reach the Business before a cleaner is introduced. If the service is not required by the householder before the cleaner has started, the payment will be refunded in full and the agreement cancelled. After the cleaner has started the householder is subject to section 8 of this agreement.

3. ONE OFF CLEANS AND HELPING HANDS

3.1 The business will introduce the cleaner for a one off clean to the householder on the prescribed date the householder sent on the application form. If the one off clean cannot be undertaken on this date the business shall inform the householder.

3.2 The householder must pay the deposit fee before the one off clean commences and once the clean has finished the householder must pay the remaining fee to the cleaner.

3.3 The householder is responsible for checking the cleaners work before the cleaner leaves the property. Neither the cleaner or the business will be liable for any incomplete work after the cleaner has left the property.

3.4 For the purpose of one off cleans only the cleaner will bring their own products and materials for the one off clean. If the householder wants certain products or materials to be used the householder will be responsible for providing them.

4. HOUSEHOLDER(S) OBLIGATIONS

4.1 The Cleaner is introduced to the Householder(s) by the Business and the Householder(s) will retain the cleaner direct on a self-employed basis and agrees to be responsible for the supervision, direction and control of the Cleaner, and to supply all necessary cleaning materials and a working vacuum cleaner. The Householder(s) shall pay any cleaner retained by the Householder(s) at a rate agreed between the Householder(s) and the Cleaner, and pay the agreed fee to the Cleaner.

4.2 The Householder(s) will be responsible for obtaining appropriate references for the Cleaner if required by the householder.

4.3 If any Householder(s) retains a cleaner introduced by the Business for more hours than stated overleaf without paying the additional retainer fee, then the Business reserves the right to claim any fee due plus costs of recovery of monies owed.

4.4 The Householder(s) is responsible for providing a safe working environment for the Cleaner, for example safe electrical appliances and securely fixed cupboards and wardrobes etc.

4.5 The Householder(s) shall ensure that he/she has insurance cover against his/her liabilities to the Cleaner and shall produce to the Business a copy of the appropriate insurance policy and cover certificate from time to time when requested by the Business to do so. This insurance is often within your own contents insurance for your home

4.6 The Householder(s) is responsible for informing the Business by telephone or in writing if a replacement cleaner is required for any reason, or if they are unhappy with the service provided by the cleaner. Once informed by the householder the business will then work to find a resolution to the problem or introduce the householder to a new cleaner within 7 days. If the business is unable to sort the issue within 7 days then the business shall offer a part refund of the retainer fee.

4.7 The householder is responsible for providing the cleaner safe entry to the householders property this included, but not limited to, making sure that animals are safely contained, Fire/smoke alarms and carbon monoxide detectors are working.

5. BUSINESS'S OBLIGATIONS

5.1 The Business will under the instruction of the householder introduce the Cleaner to the Householder(s). The Business will try to ensure the suitability of the Cleaner on behalf of the householder by meeting with the cleaner in the cleaner's home and by asking the cleaner for

identification and a copy of their police check. The Householder will be responsible for interviewing the Cleaner and ensuring such suitability.

5.2 The Business will periodically review the cleaner's performance on behalf of the householder while visiting the cleaner while in the householders home. This will be undertaken with the permission of the cleaner and householder.

5.3 The Business will use all reasonable endeavours to supply a replacement cleaner should the Cleaner be unavailable due to illness or holiday, or if the Cleaner ends the arrangements with the Householder(s) for any reason subject to Clause 4.6.

6. INSURANCE

6.1 The Business has in place Public Liability Insurance to a limit of £2,000,000. Each cleaner retained by the Householder(s) through the Business will be covered by an insurance policy against the Cleaner's liability to the Householder(s) if the Cleaner causes sudden and unforeseen accidental bodily injury or accidental loss of or damage to the Householder(s) property. The limit of the cover and therefore the limit of our liability is £2,000,000. The Business will not be responsible for the first £150 of any claim. If for any reason we cannot claim the whole of any of the loss from our insurers, our liability will be limited in accordance with clause 7.

6.2 The Householder(s) must not ask the Cleaner to use bleach as this can damage certain surfaces and materials. The insurance cover detailed in clause 6.1 does not cover any damage caused due to bleach and the Business will not accept liability for any bleach damage.

6.3 The Householder must provide appropriate cleaning equipment and materials for cleaning delicate surfaces like stainless steel and marble as damage caused by the use of inappropriate equipment and materials may not be covered and the Business will not accept liability.

7. LIMITATION OF LIABILITY

7.1 The Business does not exclude its liability for death or personal injury, caused by its negligence or for fraud.

7.2 The Business shall not be liable in any circumstances for any consequential or indirect losses incurred by Householder(s) under this Agreement, or

7.2.1 for any failure of any Cleaner to return keys to the Householder; or

7.2.2 theft of the Householder's property or possessions by the Cleaner or any third party who the Cleaner allows on the premises.

7.2.3 for any damage caused by the use of bleach or damaged to surfaces as detailed in clause 6.2 and 6.3.

7.3 The obligations set out in clause 5 set out all the obligations owed by the Business to the Householder under this Agreement.

7.4 The Business' total liability in respect of all causes of action arising in connection with this Agreement (whether for breach of contract, in negligence or any other tort under statute or at all) will not exceed the total amount of the retainer fee paid or payable in any one year by the Householder.

7.5 Except as set out in these Terms and Conditions any warranties, conditions or representations whether implied by statute or otherwise shall be excluded to the fullest extent permitted by law.

8. TERMINATION AND NOTICE OF RIGHTS TO CANCEL

8.1 The Householder(s) has the right to cancel the agreement with immediate effect in writing within 7 days of signing the agreement, but the householder(s) will be liable for payment of any service received during this time along with the setup fee in clause 2.2.

8.2 The Business can terminate this Agreement only by giving four weeks notice to the Householder(s) in writing.

8.3 The Householder(s) can terminate this Agreement only by giving 4 weeks notice to the Business in writing.

8.4 For a period of twelve months following termination of this Agreement the Householder(s) shall not engage, directly or indirectly, as an employee, contractor, agent or otherwise any Cleaner who has been introduced as a Cleaner/helper to the Householder(s) via the Business.

8.4.1 If the householder (s) want to engage or employ the introduced cleaner without the business, up to and including this 12 month period, the business may charge a one off introduction fee to a maximum of £3000 or issue proceedings against the Householder (s) to recover damages and costs. The householder (s) also understands that the business will not be liable for damages, insurance and any on-going obligations for a one off introduction.

8.4.2 It is the responsibility of the householder(s) to also inform the cleaner that householder(s) have cancelled this agreement once written notice is given to the Business as detailed in Clause 8.3.

8.5 If the Householder(s) terminates the Agreement prior to cleaning commencing. As detailed in clause 3.2 the first quarters retainer fee payment will be refunded.

8.6 It is the Householder(s) responsibility to ensure the Standing Order Mandate paying the retainer fee is cancelled through the Householder(s) bank upon termination of your Agreement with the Business. Each payment received after the month's notice period will incur an administration fee of a maximum £25 for the return of same. The Business will terminate recurrent debit or credit card payment at the end of the four weeks notice period if the householder has chosen to pay by this method.

8.7 If the Agreement is terminated by either party giving to the other notice in accordance with clauses 8.2 or 8.3 hereof and such notice is given after a quarterly payment has been made by the Householder(s) then the Business shall refund to the Householder(s) such proportion of the quarterly payment as shall be due after deducting the one month period of notice.

9. GENERAL

9.1 This Agreement is interpreted in accordance with English law and any dispute shall be dealt with exclusively by the English courts.

9.2 If any of the provisions of this Agreement are found to be invalid or unenforceable by a court or other body, it will be severed from the rest of these Terms and Conditions which shall remain unaffected.

9.3 If we fail at any time during the Agreement to insist upon strict performance of any of your obligations under the Agreement or any of these Terms and Conditions or if we do not exercise any of the rights and remedies to which we are entitled, this shall not constitute a waiver of such rights and remedies and shall not relieve you from compliance with such obligations.

9.4 The Business shall not be liable under the Agreement if it is prevented from or delayed in performing any of its obligations under this Agreement beyond its reasonable control (including, without limitation, fire, flood, storm, act of God, war or terrorism).