

Ten Three Cleaning Terms and Conditions

Terms of Agreement

The terms and conditions set out hereunder and as set out overleaf represent the entire agreement between Ten Three Cleaning and the Client whose details are contained overleaf ("the Client") relating in any way whatsoever to the supply of services by Ten Three Cleaning pursuant to this Agreement and accordingly such terms and conditions supersede all previous terms and conditions and neither party places any reliance upon, any and all prior representations (not limited to but including drawings, specifications, performance figures and other data or information howsoever communicated by Ten Three Cleaning to the Client including any sales literature, price lists or other documents or information issued by the Supplier) and the Client hereby acknowledges that except as expressly stated in this Agreement the Client has now been induced to enter into this Agreement by any representation whether oral, in writing or via email by the Ten Three Cleaning, its employees, servant, agents or sub-contractors.

Prices

- a) Unless expressly stated otherwise, all prices quoted are net prices and are valid for the contract period stated. External factors - including (but not limited to): minimum wage increase, national living wage increase, increase in cost of supplies, equipment and consumables supplied by Ten Three Cleaning - may result in price increases. These increases will always be communicated to the client in writing prior to being implemented. Any applicable value added tax or any other sales tax or excise duties paid or payable by Ten Three Cleaning shall be payable by the Client.
- b) Service agreement prices will vary if the scheduled clean is missed due to no fault of Ten Three Cleaning.
- c) The terms of this Agreement shall be deemed to have been conclusively accepted by the Client upon the Client signing this Agreement and thereafter no variation to any of the terms of this Agreement shall be effective unless agreed in writing by duly authorised signatories of both the Client and Ten Three Cleaning.
- d) In the event of the Client cancelling all or part of an order, a cancellation charge will be calculated in accordance with the provisions of Condition 7.
- e) Ten Three Cleaning reserves the right to revise the prices quoted at any time in the event of changes in legislation or the introduction of European Directives which increases the cost of supply of the service.
- f) Ten Three Cleaning will invoice the client for the price stated within the contract of service provision. Any works carried out outside of the job specifications will be charged in addition at an hourly rate. Any additional services or one off cleans will be engaged with a sperate service provision contract and charged for in accordance with such.

Damage or Defects

- a) Upon completion of the service by Ten Three Cleaning, the Client shall immediately examine the service and shall - within 24 hours maximum from such completion - give written notice to Ten Three Cleaning of any matter where in the view of the Client Ten Three Cleaning has not complied with its obligations. If the Client shall fail to give such notice, the supply of services hereunder shall be conclusively presumed to have been given in all respects in accordance with the Agreement free from any defect and the Client shall be deemed to have accepted the supply of services accordingly.
- b) Ten Three Cleaning has no obligation, duty or liability in contract, tort, for breach of statutory duty or otherwise to the Client or any third party beyond that of a duty to exercise reasonable skill and care in providing its services under the terms of this Agreement in accordance with the specification set out overleaf.

- c) In no circumstances will Ten Three Cleaning be liable to the Client or any third party or sub-contractor in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business, or anticipated savings or for any indirect or consequential loss whatsoever.
- d) The maximum aggregate liability of Ten Three Cleaning in respect of any one claim or series of claims brought against the Supplier hereunder shall be limited to the value of insurance cover notified or in force at the time of the incident to which first the claim relates.
- e) Each provision of this Condition is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held inapplicable or unreasonable in any circumstances and shall remain in force notwithstanding termination of this Agreement.

Payment terms

- a) Ten Three Cleaning will invoice the client on the 1st (first) of each month for recurring cleaning services or immediately following the completion of each 'one off' service treatment
- b) Ten Three Cleanings standard payment terms are 30 days after the receipt of invoice. Ten Three Cleaning reserve the right to adjust payment terms at any time.
- c) Where Ten Three Cleaning deems appropriate a deposit in the agreement must be paid before work commences.
- d) The Client will pay Ten Three Cleaning the total sum due upon completion of works (the due date) other than when an Early Payment Discount Agreement has been signed between the Supplier and the Client in advance of service commencing. All Early Payment Discounts are granted at discretion of Ten Three Cleaning and require duly authorised signatories from both the Client and Ten Three Cleaning.
- e) In the event of Early Payment Discount Agreements not being paid to terms, the Client will pay Ten Three Cleaning the Total Sum of the Original Agreement Contract; the Client will also incur a 50% additional charge of the Original Discount Value.
- f) In the case of any overdue accounts Ten Three Cleaning, at its sole discretion, shall be entitled to charge interest to the Client at a rate of 10 (ten) percent of the invoice total per week, for the period from the due date until the date when full payment of the outstanding invoice is received.
- g) When payment of any of Ten Three Cleaning's invoices is overdue, Ten Three Cleaning may suspend its performance of the contracts to which the invoice relates and/or of any other contract then subsisting between Ten Three Cleaning and the Client. The suspension of such contract will not be deemed as underperformance of the Ten Three Cleaning's obligations.
- h) In the event of legal action being taken by Ten Three Cleaning against the Client for breach of payment obligations hereunder, the Client shall be responsible for all costs and disbursements incurred by Ten Three Cleaning on a full indemnity basis.

Client's Obligations

- a) It is the responsibility of the Client:
 - i. To ensure the premises are safe for the employees of Ten Three Cleaning to carry out their work.
 - ii. To ensure all access and safety equipment is inspected at regular intervals in accordance with statutory requirements.
 - iii. To make available to all staff adequate first aid supplies, the cost of items used to be reimbursed by Ten Three Cleaning.
 - iv. To notify Ten Three Cleaning of any complaint under statutory provisions and to indemnify Ten Three Cleaning against any claim arising from a breach by the Client of any statutory provision.
 - v. Not to prevent Ten Three Cleaning from performance of its duties under statutory provisions or under the terms of this Agreement.
- b) The Client undertakes to be fully insured in respect of Employers Liability.
- c) The Client shall provide prior to and during provision of the service all necessary lighting and an electrical supply of 240 volts, within the areas where the service is to be carried out, and the costs of

any electrical charge usage by Ten Three Cleaning in carrying out the service are to provided free of charge by the Client.

- d) The Client shall ensure that an adequate supply of domestic hot water is available in all areas where the service is to be provided for use by Ten Three Cleaning whilst the service is being carried out.
- e) The client, prior to the commencement of the service by Ten Three Cleaning, shall ensure that all areas within the scope of the service are free of any perishable goods. All sensitive equipment or similar will be identified to Ten Three Cleaning and be protected by the client before work commences.
- f) The client shall provide a contactable site representative, to enable Ten Three Cleaning to gain access to all areas where the service is to be carried out. The Client's site representative will be nominated prior to commencement of the service and will also be available to Ten Three Cleaning should any problems occur whilst the service is taking place.
- g) The Client will give full access to Ten Three Cleaning employees, agents or any sub-contractors to enable Ten Three Cleaning to carry out its services hereunder. When access is denied or cannot be obtained the services to be provided hereunder shall be deemed to have been provided and full payment shall be made – in line with payment terms - to Ten Three Cleaning in respect of such services to compensate for loss of time.
- h) The client shall notify Ten Three Cleaning of any invoicing discrepancies within 14 days of receiving the invoice. Failure to raise concerns or discrepancies within this time will result in the invoice being payable in full.
- i) The client is responsible for paying the invoice total to the correct bank account within the payment terms assigned. Ten Three Cleaning will assume no responsibility for payments made to incorrect accounts.
- j) The client is responsible for providing Ten Three Cleaning with any requirement adjustments in writing, with a minimum of 30 days' notice prior to the required adjustments.

Contract Period and Determination

- a) The Contract agreement period is stated in the quotation and contract of service provision.
 - i. If applicable, the probation period will be stated on the contract of service provision. The probation period will be limited to the period stated in the contract only.
 - ii. The probation period will take effect during the period stated within the contract of service provision despite any factors out of Ten Three Cleanings control, including, but not limited to: building works,
- b) If the Client terminates this Agreement prior to service commencing, the client will pay Ten Three Cleaning an amount equivalent to the total contract value.
- c) All works will commence within 3 (three) calendar months of this Contract being agreed and signed.
- d) The client will give 3 months written notice to cancel a service agreement. If this cancellation is within the contracted period, the client will be liable to pay the remainder of the outstanding annual total of the contract immediately.
- e) The client will notify Ten Three Cleaning of any change in requirements or scope of cleaning in writing and Ten Cleaning may amend the price.
- f) Ten Three Cleaning require 30 days' notice to implement any changes to the contract, upon approval.
- g) A contract renewal will be agreed between Ten Three Cleaning and the client prior to the expiry of the contract term.
- h) No probation period will be granted after the first contract term.

Force Majeure

Ten Three Cleaning shall not be liable to the Client or be deemed to be in breach of this Agreement by reason of delay in performing, or any failure to perform, any of Ten Three Cleaning's obligations in relation to the service provided under the terms of this Agreement, if the delay or failure was due to any cause beyond Ten

Three Cleaning's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Ten Three Cleaning's control

- a) act of god, explosion, flood, tempest, fire or accident;
- b) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- c) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- d) import or export regulations or embargoes;
- e) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Supplier's or of a third party);
- f) difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- g) power failure or breakdown in machinery.
- h) non-cooperation by the client, or its employees and representatives.
- i) non-disclosure by client of a material aspect preventing or reducing the ability of the supplier to perform the work.

Insolvency, bankruptcy

Ten Three Cleaning shall have the right to terminate the contract forthwith where the Client becomes insolvent or bankrupt or makes arrangements with its creditors or suffers a receiver to be appointed or being a body corporate enters into liquidation (other than in connection with a reconstruction or amalgamation) in any of which cases Ten Three Cleaning shall have no further obligation hereunder and the price for all goods delivered and work done shall become immediately due and payable.

Law Applicable

These conditions shall be governed and construed in accordance with English law and all disputes arising in connection therewith shall be submitted to the jurisdiction of the English courts.

Notices

Any notice to be given pursuant to the terms of this Agreement shall be given in writing to the party due to receive such notice at its address set out in this Agreement or such other address as may have been notified for the purpose to the other party hereto in accordance with this Condition. Any notice to be given pursuant to the terms of this Agreement to the Supplier shall be marked clearly for the attention of the General Manager. Notice shall be delivered personally or sent first class pre-paid recorded delivery or registered post (air mail if overseas) and shall be deemed to be given:

- a) in the case of delivery personally, on delivery;
- b) in the case of posting (in the absence of evidence of earlier receipt) 48 hours after posting (six days if sent by air mail).

Employees and sub-contractors

All employees of Ten Three Cleaning are deemed employees of Ten Three Cleaning and will not for any purpose be considered as employees or agents of the client.

In the event of Ten Three enlisting the services of a sub-contractor entity to meet the high standards than we aim to provide, Ten Three Cleaning will take all measures to ensure the sub-contracting entity is of the highest reliability and professionalism.

Ten Three Cleaning will always notify customers that a sub-contracting service will be in use prior to performance.

In the event of a performance that does not meet the predetermined standards agreed between the customer and Ten Three Cleaning, Ten Three Cleaning cannot accept responsibility for work carried out by sub contracted

operators, however, will facilitate any necessary arrangements to rectify the works. It will be the responsibility of the customer to liaise with the sub-contractor to establish specific requirements.

Ten Three will always endeavour to provide contractual agreements and previous communication records to determine liability to aid a dispute resolution.

End of Tenancy and carpet cleaning

Quotations

End of Tenancy Cleaning is charged per job taking into account the current condition, number of rooms, bathrooms, WCs, shower rooms and en-suites. Please note that we do not charge per hour per cleaner and the number of operatives attending your property may vary. The number of operatives in a team cannot affect the initially quoted price.

The quoted price does not include extras like: carpet and upholstery steam cleaning, stripping and polishing floors, washing up dishes, taking more than 5 items out of cupboards and then putting them back in, dusting books, cleaning walls/ceilings, cleaning balconies/terraces, cleaning patios/gardens/. Those extra services are priced separately, and need to be requested.

The company uses national average room sizes when calculating quotations over the phone.

All quotations are given by the Company following a request by the Client and shall remain open to acceptance for a period of 30 days from their date.

The Company reserves the right to amend the initial quotation, should the Client's original requirements change. Differences in excess of 10% will be discussed with the Client prior to the start of the work. In such cases the Client will have to pay £40.00 cancellation fee if they do not accept the updated price.

Equipment

The Company shall provide all cleaning supplies and cleaning equipment necessary to carry out the service.

The Client must provide hot running water, electricity and sufficient light at the premises where the service takes place.

Payment

Our end of tenancy cleaning service requires a £50.00 deposit payable to the Company by BACS or PayPal at the time of the booking.

If the Client is not part of a group, company or estate/ letting agent where payment terms are in place, or otherwise have separate payment terms with the Company, they must make payment either by BACS or PayPal in full any time prior to the service taking place.

If no payment has been received at the time of completion of the cleaning service, the Client agrees to and authorises the Company to charge their debit/credit card with the outstanding amount.

The Client agrees to and understands that paying the outstanding balance by debit/credit card will incur a 3% card processing charge.

We reserve the right to cancel services without notice due to declined credit card transactions non-payment or non-cleared funds.

The Company reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 8% per annum above the Bank of England base rate from the due date until the date of actual payment under the Late Payments Act.

The Company reserves the right to charge £40.00 administrative fee, in addition to the balance due, for any account we must refer for collection. Please note that debt collecting companies may add their charges to the outstanding amount.

All bank charges incurred due to a Client's cheque being returned unpaid will be passed to the Client at a flat rate of £30.00 per cheque.

The Company reserves the right to cancel any contract and back charge additional for past services to reflect the balance of the standard rate(s) if any misleading or false information was used to obtain discounted services.

The Client agrees to and authorises the Company to charge their debit/credit card they have provided to the Company with any outstanding amounts owed to the Company.

Where such alternative arrangements have been made the Client must make payment within 14 days of the invoice date.

The rates of payment by the Company shall be as agreed between the Company and the Client, or their representative. The Client shall make no reduction or retention from the sum due under any invoice.

Cancellation

The Client can cancel the scheduled service by giving no less than 24 hours prior notice in writing.

There is a cancellation fee of £50.00 of the service total for cancelling or rescheduling an end of tenancy cleaning visit with less than 24 notices.

The Company reserves the right to retain the £50.00 deposit as a cancellation fee/part of a cancellation fee.

The Client must pay the full price of the booked service if:

- Our team arrive at the Client's address and are unable to gain access to the Client's property, through no fault of the Company. If keys are provided, they must open all locks without any special efforts or skills.
- The Client cancels the booked service with less than 24 hours prior notice.

If the Client needs to change a cleaning day or time the Company will do its best to accommodate them. Any changes to booked services are subject to a 24 prior notice and availability.

Refunds

No refund claims will be entertained once the cleaning service has been carried out.

Refund will be issued only if:

- The Client has cancelled a cleaning visit within the allowed time (24 hours) prior to the start of the cleaning visit;
- A cleaning operative has not been able to carry out the cleaning due to reasons beyond the Client's responsibility.

Claims

The Client agrees that due to the nature of the service the Company guarantees only to correct any problems reported within 24 hours of the completion of the service. If a problem occurs on a Saturday it must be reported by Monday 12:00 in order to be accepted as a valid claim. Failure to do so will entitle the Client to nothing.

The Company may require entry to the location of the claim within 24 hours to correct the problem.

The Client agrees to inspect the work immediately after its completion and to draw the operatives' attention to any outstanding cleaning issues while they are still on site. The operatives will carry out any such additional work to the Client's complete satisfaction.

If the Client or any third party instructed by the Client is not present at the time of completion of the service then no claims regarding any cleaning issues can be made.

If the Client instructs a third party to inspect the result from the cleaning then the Company must be notified before completion of the service.

In case of a third party inspecting or refusing to inspect the result from the cleaning then the Company cannot be held responsible for rectifying any outstanding cleaning issues not mentioned by the third party.

Any refunds or adjustments must be requested to the Company directly and subject to approval by the Company. While the Company operatives make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed. For this specific reason, the Company requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or not cleaned by the cleaning operatives.

In case of damage, The Company will repair the item at its cost. If the item cannot be repaired the Company will rectify the problem by crediting the customer with the item's present actual cash value toward a like replacement from a Company's source upon payment of cleaning services rendered.

The Company shall not be responsible for damage due to faulty and/or improper installation of any item. All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to clean without causing harm.

No claims shall be entertained if the Client has an outstanding balance aged more than 21 days.

Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law together by the Company and the Insurance Provider(s). Monetary compensation as well as legal fees may incur.

Liability

The Company 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:

- Its failure to carry out its services as a result of factors that are beyond its control.
- Factors beyond its control include acts of floods, severe weather conditions, and inability to gain access to premises
- Lack of appropriate resources, such as water, electricity, and lighting
- Late arrival of Company operatives at the service address. (The Company endeavours to be on time on any visit but sometimes due to transport related and other problems which are beyond the Company's control)
- An existing damage to Clients property in the form of old stains/burns/spillages etc. which cannot be cleaned/removed completely by the cleaning operative using the industry standard cleaning methods.
- Non satisfactory result from the service due to the Client or third party walking on wet floors or using appliances during or shortly after the cleaning process.

The Company shall not be liable for any damages worth £50.00 or less.

The Company shall not be liable for any odours arising during and/or after cleaning when this is due to factors such as, lack of ventilation, and/or appropriate heating.

The Company 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 if the Client has an outstanding balance aged 21 days or more from the date the payment was due.

We record all incoming and outgoing phone conversations for quality control, record keeping and back-referral for any inquiries or investigations.

In addition, Ten Three Cleaning reserves the right not to be liable for:

- Completing tasks which are not stated on our task list (available to view upon request);
- Third party entering or present at the client's premises during the cleaning process;
- Wear or discolouring of fabric becoming more visible once dirt has been removed;

- Failing to remove old/permanent stains that cannot be removed using standard carpet cleaning methods;
- Existing damage or spillage that cannot be cleaned/removed completely using standard cleaning detergents and equipment or standard carpet cleaning equipment;
- If the customer has items which need special cleaning methods and special cleaning detergents or substances, Ten Three Cleaning reserves the right to refuse the provision of these cleaning detergents.

Supplementary Terms

If the Client requests keys to be collected by the Company's operatives from an address outside the postal code of the Client's address then a £10.00 charge will apply. The charge will cover only the pickup of keys, if said keys need to be returned back to the pickup address or any other address or a charge of £10.00 will apply.

Cleaning time estimates can be provided; however, such estimates are only estimates based on standard cleaning times and conditions. Adjustments will be made for condition and size of property along with additional factors, such as; collection of keys and parking issues.

The quotation excludes the clearing of debris created by tradesman or building work unless otherwise stated.

Our team are happy to move furniture. Due to Health and Safety regulations one cleaner will attempt to move only furniture that requires no more than one person. Should the furniture not be easily moved by one team member it will not be moved for the cleaning process. Should the client wish for furniture to be out the way whilst cleaning is taking place, they must pre-arrange for this to happen with a third party.

The Company shall arrange an immediate replacement should an operative cannot attend a scheduled visit, and will inform the Client prior to the visit.

All fragile and highly breakable items must be secured or removed.

The Client shall ensure that all valuables are stored away when work is carried out and that the property is supervised by the Client or his representative at all times during the course of the work. The Company shall not be responsible for the Clients failure to comply with this obligation.

The provisions of this contract are not intended to confer any benefit upon Third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999, are hereby expressly excluded from this agreement.

The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The Company may add to or alter these Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts. Please refer to your copy of these Terms and Conditions.

Fridges and Freezers should be emptied and defrosted prior to our arrival and turned off to be effectively cleaned.

The customer must ensure that all belongings are completely moved out – an additional £35 may be charged if this is not the case

An oven is based on a standard 60cm wide oven (extra will be charged for ovens that exceed this width).

Hobs are based on 4 ring burners or 4 places to place a pan (extra will be charged for hobs that exceed this amount).

We do not clean any garage, sheds, summerhouses and any other space outside the home.

Any exterior cleaning can be provided upon request.