

## TERMS AND CONDITIONS OF THE BUSINESS AGREEMENT

### 1. INTRODUCTION

- 1.1 Cleaners R Us (CRU) shall introduce a Self Employed Cleaner (SEC) to the Householder (HH) subject to the terms and conditions of this Business Agreement (BA). Changes to the number of hours specified shall affect the Retainer payable to CRU.
- 1.2 The HH shall pay CRU the Retainer monthly in advance for the introduction of the SEC(s) and on-going support during the BA as detailed in the BA and requested by the HH.
- 1.3 This BA will be for a minimum initial period of three (3) months as from the date of signature and shall continue thereafter on a month-to-month basis until terminated by either party to this BA.

### 2. PAYMENT OF THE CLEANERS R US RETAINER

- 2.1. The payment of two (2) months' Retainer is payable immediately on signature of the BA. One month shall form a deposit which CRU may offset against arrear payments. The deposit will be repaid within 30 days of termination where the HH's account is in good standing.
- 2.2 The HH shall sign the standing order mandate or direct debit mandate authorising payment of the Retainer monthly in advance.
- 2.3. The failure to pay any Retainer payment for more than one (1) month or the failure to advise changes to hours shall constitute a serious breach of this BA.

### 3. HOUSEHOLDER OBLIGATIONS

- 3.1 The HH shall retain the SEC under a "Contract for Services". The HH shall agree the terms directly with the SEC.
- 3.2. The HH shall provide a safe working environment and shall have adequate insurance cover in place against liabilities to the SEC.

### 4. OBLIGATIONS OF CLEANERS R US

- 4.1 CRU shall introduce an SEC to the HH in accordance with Clause 1.1.
- 4.2 Where the HH is unhappy with the SEC introduced by CRU and/or notifies CRU that the SEC's services are to cease permanently:
  - 4.2.1 CRU shall endeavour to introduce a replacement SEC to the HH; and
  - 4.2.2 CRU shall issue the HH with a refund or credit for any period that the HH is without an SEC following the HH's notification.
- 4.3 Should CRU be unable to introduce a suitable replacement SEC, then termination under Clauses 7.1 and/or 7.2 may apply.
- 4.4 CRU shall use its reasonable care and skill in performing its obligations under this BA.

### 5. INSURANCE

- 5.1. All SECs introduced by CRU will be covered by the CRU Public Liability policy which has a limit of £2 million (£2 000 000) and includes damage and/or loss to the Customer on the express condition that the damage and/or loss is caused by the negligence of the SEC introduced by CRU.
- 5.2. Neither CRU nor its insurers shall be liable for the first £100 of any claim or for any claim of £100 or less in value. However, where Clause 6.2 applies, CRU shall be liable for the first £100 of any claim.
- 5.3. The HH shall not be covered by CRU's insurance policy in the following circumstances:
  - 5.3.1. where the materials or equipment used by the SEC are not provided directly by the HH;

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- 5.3.2. where products containing bleach have been made available to the SE;
- 5.3.3. damage and/or loss caused by a substitute cleaner not introduced by CRU;
- 5.3.4. where the terms of this Agreement are otherwise breached;

### 6. LIABILITY

- 6.1. CRU shall not be liable for:
  - 6.1.1 any loss or damage exceeding the limit or scope of its cover as described in Clause 5;
  - 6.1.2 any losses incurred by the HH due to any failure of a retained SEC to comply with his/her contractual obligations under the Contract for Services for whatever reason;
  - 6.1.3 failure of any retained SEC to return keys and any loss that may arise as a result;
  - 6.1.4 collusion and/or theft of property or possessions by a retained SEC.
- 6.2. CRU shall be liable to the Householder:
  - 6.2.1 where CRU has not fulfilled its obligations to perform with reasonable care and skill under this BA or has failed to perform its obligations at all or to any significant extent;
  - 6.2.2 for death or personal injury caused by its negligence.
- 6.3. Nothing in this Agreement shall affect the statutory rights of the HH as a consumer.

### 7. TERMINATION

- 7.1 CRU may terminate the Agreement at any time by giving not less than one (1) calendar month notice in writing to the HH.
- 7.2. The HH may terminate the Agreement after an initial two (2) month period by giving not less than one (1) calendar month notice in writing to CRU.
- 7.3. If for whatever reason the initial payment has not been made to CRU at the time the HH serves notice of termination, the HH shall remain liable to make such payment to CRU and the deposit shall be offset against the arrears.
- 7.4. Where the HH has committed a serious breach of the terms of the BA, CRU is entitled to terminate the BA immediately on written notice to the HH.
- 7.5. Where CRU has committed a serious breach of the terms of the BA, the HH is entitled to terminate the BA immediately on written notice to CRU. The balance of the Retainer paid to date for any period after the termination date shall be refunded to the HH.
- 7.6. For a period of twelve (12) months following termination of the BA for any reason, the HH shall not engage, directly or indirectly, in any capacity whatsoever, any SEC who has been introduced by CRU.
- 7.7. Where the monthly retainer is paid by standing order mandate, it is the responsibility of the HH to ensure the mandate is cancelled. Refund of payments received for any period after the BA has terminated shall incur an administration charge of £10 per refunded payment.

### 8. GENERAL

- 8.1 All representations, rights and obligations contracted by HH(s) are given or contracted jointly and severally.
- 8.2 If any provision of this BA shall be found to be void, invalid or unenforceable, the remainder of this BA shall remain in full force and effect.
- 8.3. CRU reserves the right to amend the terms and conditions of this BA by informing the HH of changes in writing not less than thirty (30) days before the changes are implemented.