

Elyte Clean - Terms & Conditions

1. INTRODUCTION

1.A - Elyte Clean will provide a cleaner to the client to provide no less than the minimum hours required by Elyte Clean.

1.B - The client shall pay Elyte Clean a quarterly retaining fee for the introduction, support and back up throughout the duration of our agreement.

1.C - The client shall pay the cleaner directly the rate as agreed with the cleaner.

1.D - This agreement will be for a minimum of thirteen (13) weeks from the date of the client's first clean.

2. CLIENT OBLIGATIONS

2.A - The cleaner introduced to the client is a self employed cleaner, the client shall agree with the cleaner reasonable duties for the cleaner to carry out upon each visit within the agreed hours of work (to comply with Elyte Cleans minimum hours required).

2.B - The client is responsible for all payments to the cleaner directly made in cash on the day that works are carried out by the cleaner or as otherwise agreed with the cleaner.

2.C - The client shall ensure a safe working environment for the cleaner, instructing the cleaner on the safe use of any necessary equipment and ensure that the cleaner is supplied with appropriate cleaning materials and equipment in full working order.

2.D - The client shall arrange with the cleaner access to the property, if the cleaner arrives at the property and is unable to gain access due to the door being locked, inadequate keys given or client not present at agreed date/time to allow access, the client will be liable to pay the full retaining fee to Elyte Clean.

3. ELYTE CLEAN OBLIGATIONS

3.A - Elyte Clean shall introduce the most suitable cleaner to the client that has been vetted, checked and eligible to work in the UK.

3.B - Elyte Clean shall arrange the allocation of a new cleaner if the cleaner leaves or the client is unhappy with the cleaner, a refund of the retaining fee will be given for any period that the client is without a cleaner.

3.C - Elyte Clean shall provide a prompt and professional customer service to issues or questions raised by the client.

3.D - Elyte Clean shall provide insurance cover in accordance with clause 5.

4. PAYMENT OF RETAINING FEE.

4.A - The client shall pay Elyte Clean the retaining fee quarterly in advance (13 weeks) with the first payment made on or before the date of the client's first clean, quarterly payments shall continue until the agreement is terminated or cancelled in accordance with clause **6**.

4.B - The client shall inform Elyte Clean of any change to hours required in writing (email accepted) with a minimum of one calendar month's notice, any such change shall be subject to appropriate adjustment to the retaining fee.

4.C - If the client has the cleaner carry out more hours than originally agreed without informing Elyte Clean and/or paying the additional retaining fee to Elyte Clean, Elyte Clean reserves the right to claim the additional retaining fee due, plus interest of 5% per day that the additional retaining fee remains unpaid.

4.D - Payments not received by the invoice due date will incur a daily late payment fee charged at 5% of the invoice total.

4.E - Payment by cheque will incur an additional £3.00 charge to cover our costs. Should a cheque be returned unpaid a £10.00 administration fee will be charged in addition to the outstanding balance including the daily late payment fee.

4.F - Failure to pay any retaining fees for a period of 4 weeks from the invoice due date will result in a breach of the agreement and therefore Elyte Clean will reserve the right to terminate the agreement without losing the right to recover the outstanding amount owed including any interest and/or charges incurred.

4.G - Should an invoice remain unpaid 4 weeks after the invoice due date, Elyte Clean may seek alternative methods to recover the debt, this could include a court claim and/or passing the debt to a debt collection agency/company. The use of courts and/or debt collection agencies will incur administration and other costs which the client will be liable to pay.

5. INSURANCE & LIABILITY

5.A - Elyte Clean provides public liability insurance (£1 million limit) for all of our cleaners which protects the client's home against loss or damage, provided that this accidental damage or loss is caused by the cleaner and to the extent that the loss or damage is of a value in excess of £250.

5.B - In case of any claims Elyte Clean requires information within 24 hours in writing (email acceptable) subsequent to the completed service.

5.C - Accounts in arrears and/or where the terms of this agreement are otherwise breached nullify their insurance cover provided by Elyte Clean.

5.D - Elyte Clean does not accept liability or the insurance policy does not cover damage caused by equipment not in full working order supplied by the client.

5.E - Elyte Clean does not accept liability or the insurance policy does not cover damage caused by the use of bleach.

5.F - Elyte Clean shall not be liable for any loss or damage in excess of the limit of our public liability insurance cover.

5.G - Elyte Clean shall not be liable for the failure of any retained cleaner to return keys and any loss that may arise as a result nor any collusion or theft of property or possessions by a retained cleaner.

5.H - Elyte Clean shall be liable to the client where Elyte Clean have failed to perform our obligations at all or to any significant extent.

5.I - Elyte Clean shall be liable for accidental death or accidental personal injury.

6. Termination & Cancellation

6.A - The client has the right to cancel this agreement within an initial "cooling off" period of 14 calendar days from the date of requesting the service. Cancellation notice should be received in writing (email acceptable). In this instance the client shall not be liable for any costs to Elyte Clean unless the client requested for the service to commence within the cooling off period.

6.B - After the initial cooling off period and after the minimum 13 week period the client may terminate this agreement by giving Elyte Clean no less than one calendar month notice in writing (email acceptable). Any balance of the retaining fee (if any) for the period after the expiry of notice shall be refunded to the client unless expiry of notice falls within the initial 13 week period.

6.C - Elyte Clean may terminate this agreement at any time aiming to give the client one calendar month notice in writing (email acceptable). In such circumstances, the balance of the retaining fee (if any) shall be refunded to the client for the period after the expiry of the notice.

6.D - Elyte Clean shall reserve the right to terminate this agreement with immediate effect in writing (email acceptable) if the client is in breach of this agreement.

6.E - The client has the right to terminate this agreement with immediate effect in writing (email acceptable) if Elyte Clean is in serious breach of this agreement.

6.F - After the termination of this agreement and for a period of 18 months after the termination the client will not hire or use any service provided by a present or past cleaner introduced by Elyte Clean to the client on a private capacity. If the client does wish to hire or use the service of any nature provided by such a cleaner on a private capacity our referral fee is £1500.

6.G - The client shall not refer any cleaner introduced by Elyte Clean to any family, friends or acquaintances with the intention of further work without previously discussing with Elyte Clean.

6.H - If the client cancels the standing order/payment without giving the one month calendar notice then Elyte Clean reserves the right to recover any outstanding fees including any interest and/or expenses incurred in doing so.

6.I - Upon cessation of the service, it is the duty of the client to cancel the standing order; we are unable to do this. Non cancelled standing orders will be subject to an administration fee of up to a maximum of £20 when refunded.

6.J - The client may cancel a cleaning session by giving a minimum of 1 week (7 days) notice in writing (email acceptable) in such circumstances the client will still be charged the retaining fee for the cleaning session in question. The client is responsible for informing the cleaner of any cancelled sessions.

7. AMENDMENTS & DATA PROTECTION

7.A - Elyte Clean reserves the right to amend the terms and conditions of this agreement at any time, and shall inform the client of such changes by posting them on the website no less than 30 days before implementation of changes.

7.B - Elyte Clean will process your personal data as set out in our privacy policy which can be found at www.elyteclean.co.uk