

1. INTRODUCTION

- 1.1 We Love 2 Clean Homes (WL2CH) shall introduce a Self-Employed Cleaner (SEC) to the Householder (HH) subject to the Terms and Conditions of this Business Agreement (BA).
- 1.2 Changes to the number of hours specified shall affect the Retainer payable to WL2CH.
- 1.3 The HH shall pay WL2CH 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.
- 1.4 The BA will be for a minimum initial period of 3 months as from the date of the first clean and shall continue thereafter on a monthly basis on the same date, until terminated by either party to this BA.

2. PAYMENT OF THE WE LOVE TO CLEAN HOMES RETAINER

- 2.1 The payment of two (2) months Retainer is payable immediately on signature of the BA. One month for the first monthly clean, and one month shall form a deposit which WL2CH may offset against arrear payments. The deposit shall be used for the 30 days termination period where the HH's account is in good standing.
- 2.2 The HH shall sign the Standing Order Mandate authorising payment of the Retainer monthly in advance OR make payments by Bank Transfer on a monthly basis.
- 2.3 Failure to pay any Retainer for more than one (1) month of the failure to advise any changes to hours shall constitute a serious breach of this BA.

3. HOUSEHOLDERS 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.
- 3.3 The HH is responsible for making payment to the cleaner as soon as the cleaning has been completed.

4. OBLIGATIONS OF WE LOVE TO CLEAN HOMES

- 4.1 WL2CH shall introduce a SEC to the HH in accordance with Clause 1.1
- 4.2 Where the HH is unhappy with the SEC introduced by WL2CH and/or notifies WL2CH that the SEC's services are to cease permanently:
 - 4.2.1 WL2CH shall endeavour to introduce a replacement SEC to the HH; and
 - 4.2.2 WL2CH shall issue the HH with a refund or credit for any period that the HH is without a SEC following the HH's Notification.
- 4.3 Should WL2CH be unable to introduce a suitable replacement SEC, then termination under Clauses 7.1 and/or 7.2 may apply.
- 4.4 WL2CH shall use reasonable care and skill in performing its obligations under this BA.

5. INSURANCE

- 5.1 All SECs' introduced by WL2CH will be covered by the WL2CH Public Liability policy which has a limit of £2 million (£2,000,000) and includes damage and/or loss to the HH on the express conditions that the damage and/or loss is caused by the negligence of the SEC introduced by WL2CH.
- 5.2 Neither WL2CH nor its insurers shall be liable for the first £100.00 of any claim or for any claim of £100.00 or less in value. However, where Clause 6.2 applies, WL2CH shall be liable for the first £100.00 of any claim.

- 5.3 The HH shall not be covered by WL2CH'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;
 - 5.3.2 Where products containing bleach have been made available to the SEC;
 - 5.3.3 Damage and/or loss caused by a substitute cleaner not introduced by WL2CH;
 - 5.3.4 Where the terms of the Agreement are otherwise breached.

6. LIABILITY

- 6.1 WL2CH 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 possession by a retained SEC;
- 6.2 WL2CH shall be liable to the HH:
- 6.2.1 where WL2CH has not fulfilled its obligations to perform its duties with reasonable care and skill under the 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 WL2CH 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's notice.
- 7.3 If, for whatever reason, the initial payment has not been made to WL2CH at the time the HH serves notice of termination, the HH shall remain liable to make such payment to WL2CH 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, WL2CH is entitled to terminate the BA immediately on written notice to the HH.
- 7.5 Where WL2CH has committed a serious breach of the terms of the BA, the HH is entitled to terminate the BA immediately on written notice to WL2CH. 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 WL2CH.
- 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 £10.00 per refunded payment.

8. GENERAL

- 8.1 All representations, rights and obligations contracted by HH 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 WL2CH reserves the right to amend the Terms and Conditions of the BA by informing the HH of changes in writing not less than thirty (30) days before the changes are implemented.