



Let us design a cleaning plan that's just right for your home!

Terms and Conditions

These terms and conditions constitute the full and complete service agreement (the “Agreement”) between you (the “Customer”) and Happy Homes Services Ltd (“Service”).

PLEASE TAKE SOME TIME TO REVIEW THIS AGREEMENT.

1. Cleaning services

- a. Subject to the terms of this Agreement, Happy Homes Services Ltd agrees to provide Domestic, Office Cleaning, End of Tenancy, Move In, After Party, After Builders, Window cleaning or Ironing services (the “Service”) to the Customer at an address specified by the Customer (the “Premises”);
- b. The Service will be for such cleaning duties as agreed with the Customer at the time of booking;
- c. Happy Homes Services Ltd will provide one or more cleaners (the “Cleaner”) to attend the Premises to provide the Service at a time and date mutually agreed between Happy Homes Services Ltd and the Customer (the “Service Time”);
- d. Happy Homes Services Ltd endeavor to provide the Service faithfully, diligently and in a timely and professional manner;
- e. Happy Homes Services Ltd will ensure that Cleaners introduced will hold the legal right to live and work in The United Kingdom. All Cleaners that are introduced by Happy Homes Services Ltd will have a self-employed status with the Inland Revenue, so the Customers are not required to deduct tax under the P.A.Y.E system. They are not Happy Homes Services Ltd employed;
- f. For Services such as End or Pre-Tenancy cleaning, After Builders, Move In, After Party on spring/deep cleaning Happy Homes Services Ltd can provide cleaning materials and equipment’s (upon request and subject to additional charge). All cleaning equipment’s are safe and in full working order;
- g. If any estimate is given on how long it will take our cleaners to do the job, this is only an estimate based on the average time it takes to clean a home of similar size;
- h. It is difficult to estimate precisely how long the job may take and a degree of flexibility may be required;

- i. Our acceptance of your booking brings into existence a legally binding contract between us;
- j. HappyHomesServicesLtd will advise all Cleaners to keep clients keys safe at all times and to not keep the Customers address attached to them; although Happy Homes Services Ltd does not take responsibility for any loss or damage should this occur;
- k. Happy Homes Services Ltd will endeavor to make every reasonable effort to replace your Cleaner in the event of sickness or holiday.

2. Satisfaction Guarantee

Your satisfaction is guaranteed. If you are not completely satisfied with any the standard of service provided by the Cleaner, Happy Homes Services Ltd will introduce them with a replacement Cleaner as soon as possible, normally within seven working days. Please contact the office as soon as possible during our normal business hours in 24 hours.

3. Additions and amendments binding

- a. Before entering in this Agreement, the Customer and Happy Homes Services Ltd will agree a set number of hours per week/fortnight. Any changes to the Service to be provided must be agreed by Happy Homes Services Ltd prior to the Service Time;
- b. If the Customer requires any additional services or variations at the time the Service is being performed, the Customer must first contact Happy Homes Services Ltd by telephone, who may agree to provide the additional services in its absolute discretion. The Cleaner is **not** authorized to agree to any changes to the Service being provided. The Customer must **not** request such changes directly from the Cleaner;
- c. If the Customer want to change the hours/days of the Service the Client should contact Happy Homes Services Ltd immediately by telephone and follow this up in writing within 7 days preferably by email.

4. Customer representations and warranties

The Customer represents and warrants that:

- a. It will provide a safe working environment at the Premises for the Cleaner to perform the Service;
- b. The Cleaner will have unencumbered and unobstructed access to those areas of the Premises requiring the Service;
- c. It will provide the Cleaner with access to all services and utilities (including hot and cold water, electricity, and rubbish bins) as required by the Cleaner to provide the Service;
- d. The client agrees to behave nicely to the Cleaner and to treat her/him with respect;
- e. It will advise Happy Homes Services Ltd prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime at the Premises;
- f. It is authorized to use the Premises and obtain the provision of Service;
- g. If the Customer requires the Cleaner to clean behind or under any heavy items (e.g. a fridge, bookshelf, or other furniture), it will move those items prior to the commencement

- of the Service; and it will secure or remove any fragile, delicate, breakable or valuable items, works of art, antiques, or items of sentimental value prior to the commencement of the Service;
- h. Fridges and Freezers must be thoroughly defrosted before cleaning can start. Kitchen cupboards must be emptied before cleaning can start. They will not be covered by the terms if this is not the case. Ovens must be in a condition that will enable thorough cleaning with standard professional chemical products;
 - i. We will do our best to make sure your electrical appliances, microwave, oven, fridge/freezer, are cleaned to a high standard. However, if they have not been cleaned since they were purchased, we won't be held liable for ingrained dirt that cannot be shifted using standard professional chemicals;
 - j. The Customer agrees to inform Happy Homes Services Ltd for any change of house/flat alarm code or key changes in advance;
 - k. The Customer agrees to fully instruct/show (included the materials) to the Cleaner how to use machines (such as washing machine, dryer, iron or any other) if service require;
 - l. The Customer agrees to inform Happy Homes Services Ltd at least 7 days' notice should they be taking holiday/do not require the Cleaner to work over this period;
 - m. A full refund is to be made if the Customer going on holiday and have informed us in advance;
 - n. A charge (no refund) appears for you if the Customer is away and don't inform us that won't need Service.

5. Health and safety risks

- a. The Cleaner is entitled to undertake a job safety analysis before the commencement of any work to assess the health and safety risk at the Premises;
- b. The Cleaner may, either before or during the provision of the Service not use or cease using any materials or cleaning equipment provided by the Customer if The Cleaner thinks, in their absolute discretion, that the use of such materials or cleaning equipment poses a risk to health and safety;
- c. The Cleaner may, either before or during the provision of the Service not provide or cease the provision of the Service where carrying out the Service presents, in the absolute discretion of the Cleaner, a risk to health and safety.

6. No engagement of cleaners

- a. The Customer acknowledges Happy Homes Services Ltd invest significant resources in recruiting, selecting and training its Cleaners. Unless Happy Homes Services Ltd give prior written permission, the Customer must **not**, directly or indirectly, engage, employ or contract with any Cleaner to provide domestic services to the Customer or any associate of the customer for any period during which services are provided by Happy Homes Services Ltd or for a period within 12 months after the conclusion of any Service;

- b. The Customer acknowledges that Happy Homes Services Ltd may suffer loss and damage, including, without limitation consequential loss, as a result of a breach of this clause by the Customer;
- a. The Customer acknowledges that have to pay Happy Homes Services Ltd the amount of £2,000 if employ the Cleaner direct or indirect within 12 months after the conclusion of the Agreement. Happy Homes Services Ltd keeps the rights to start legal procedure against the Customer.

7. Job quotations

- a. The actual price payable by the Customer is calculated on the total number of hours worked by the Cleaner;
- b. Any price quoted by Happy Homes Services Ltd is an estimate only based on Happy Homes Services Ltd experience, without inspection, and based on information provided by the Customer. Subject to this clause, quotes are valid for a period of 30 days from the date of the quote;
- c. If at the commencement or during the course of providing the Service, it is apparent that the actual cost of the Service will exceed the quote provided by Happy Homes Services Ltd, Happy Homes Services Ltd will provide the Customer with the option to pay an increased fee to complete the Service, or pay the quoted amount without the Service being completed;
- d. The Customer must inform Happy Homes Services Ltd whether any cleaning services required are for an 'end of tenancy' at the time of quotation;
- e. If our cleaners need to collect keys from a third party's address outside the postal code of the premises where the work is to be carried out then a £20.00 charge may apply;
- f. Parking charges are applicable if parking arrangements cannot be made;
- g. Congestion charge fee is subject to additional charge (if require).

8. Bookings

- a. Our cleaning service may be ordered by telephone or e-mail and you agree to be bound by these terms and conditions;
- b. At the time of booking the Customer must provide details of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime located at the Premises;
- c. Happy Homes Services Ltd provide all quotations at the time of booking, quotation will be sent via email to the Customer (if email address is provided);
- d. Happy Homes Services Ltd reserve the right not to accept a booking for any reason;
- e. These terms and conditions shall be governed by the relevant United Kingdom law, and by agreeing to be bound by them the customer agrees to submit to the exclusive jurisdiction of the relevant courts of the United Kingdom. Happy Homes Services Ltd reserves the right to make any changes to any part of these terms and conditions without giving any prior notice;

- f. Domestic Cleaning: A minimum of 3 hours per cleaning visit applies;
- g. One off/ Spring Cleaning/ After party: A minimum of 4 hours per cleaning visit applies;
- h. End of Tenancy Cleaning: We have a fixed price for this service depending on size of the property;
- i. After builders cleaning, we will ask you for a “list to do” and then we can discuss how many hours are necessary to complete the job for you;
- j. Carpet and upholstery cleaning prices are based on different types of space (bedrooms, rooms), sofa (2-seater or 3-seater), etc.

9. Payment terms

- a. The Customer agrees to pay the price quoted by Happy Homes Services Ltd
- b. We accept the following payment methods from The Customer:
 - Bank transfer; weekly/fortnightly or monthly standing orders;
 - We can accept cash only after the authorization by Happy Homes Services Ltd.
- c. The Customer agrees to pay Happy Homes Services Ltd for every hour of service carried by the Cleaner and as initially agreed in the signed letter of engagement;
- d. Happy Homes Services Ltd prepares invoices on the end of each month for services rendered in the previous month;
- e. Customer’s refunds will be made every end of the month via bank transfer;
- f. Happy Homes Services Ltd reserves the rights to charge the Customer a late payment fee of 10% for any overdue invoices; 20% for delay more than 20 days; 30% for delay more than 30 days;
- g. Happy Homes Services Ltd reserves the rights to stop with immediate effect the cleaning services provided to the Customer in case of no payment received or delayed payment;
- h. The keys are returned within five working days after the invoices have been paid in full.

10. Non-Payment

Happy Homes Services Ltd will collect any outstanding monies owed to us. If as a result we have to use a debt collecting agency or county court to secure payment, you agree to pay any debt collecting agency fees, court fees, legal cost, or interest that will occur due to the result of non-payment of your outstanding bill.

11. Non-appearance

If a Cleaner fail to attend the Premises within 1 hour of the Service Time, not notified Happy Homes Services Ltd or the Customer and does not provide the requested Service, Happy Homes Services Ltd will provide the Customer with either:

- a. A full refund of payments made by the Customer; or
- b. Offer to reschedule the Service at another time mutually agreed between the Customer and Happy Homes Services Ltd.

12. Complaints

If the Customer is dissatisfied for any reason with the Service provided, it must inform Happy Homes Services Ltd within 24 hours of completion of the Service. Happy Homes Services Ltd strives to achieve 100% customer satisfaction and will endeavor to resolve the problem quickly and efficiently. We will not consider any complaints that are notified after a period of 24 hours.

We will not be held liable for work not completed, or not completed to a good standard, if other people are present in the property when our cleaners are working and carrying out the job. Parking charges are applicable if parking arrangements cannot be arranged.

13. Exclusions and limitations

Happy Homes Services Ltd is not responsible for:

- a. Not completing or providing the Service as a result of a breach of a warranty by the Customer (including a failure by the Customer to provide a safe working environment or unencumbered access to the Premises); or
- b. Not completing or providing the Service as a result of the Cleaner not proceeding for health and safety reasons;
- c. Any loss or damage incurred by the Customer or any third party as a result of the effects of a force majeure, being any event beyond the reasonable control of Happy Homes Services Ltd;
- d. Not completing or providing the Service due to an act or omission of the Customer or any other person at the Premises during provision of the Service;
- e. Existing dirt, wear, damage or stains that cannot be completely cleaned or removed;
- f. Any wear or discoloring of fabric or surfaces becoming more visible once dirt has been removed;
- g. All fragile and highly breakable items, jewelery, items of sentimental value, art and antiques;
- h. The cost of any key replacement or locksmith fees, unless keys were lost by Happy Homes Services Ltd or the Cleaner;
- i. Old stains that cannot be removed using normal cleaning methods;
- j. Accidental damage due to faulty equipment;
- k. Any accidental damage caused by a cleaner working for Happy Homes Services Ltd, if there is an outstanding amount owed to Happy Homes Services Ltd (excluding payment due for the cleaning visit when the accident happened);
- l. Happy Homes Services Ltd will not be responsible for triggering any alarm systems. Customers should provide special instructions for deactivation/activation of any alarm systems.

14. Accidents, Breakage, Damage & Theft

- a. While our cleaners will treat your home with great care accidents can and do happen from time to time. Happy Homes Services Ltd have public liability insurance. The policy will cover major accidental damage caused by our cleaners;
- b. The Customer must inform Happy Homes Services Ltd of any incident where an accident, breakage, damage to property has occurred due to any act of the Cleaner within 24 hours of completion of the Service;
- c. Any claims reported later than 24 hours after the clean will not be considered. If a report of damage is made on a Saturday it must be reported by Monday 12:00 pm to be accepted as a valid claim;
- d. All fragile and highly breakable items must be secured or removed. Items excluded from liability are: cash, jewelry, items of sentimental value, art and antiques;
- e. We may require entry to the location of the claim within 24 hours to correct or assess the problem.

15. Cancellation

- a. The Customer must provide Happy Homes Services Ltd with at least 24 hours' notice prior to the Service Time, if they wish to suspend, postpone or cancel the Service for any reason;
- b. If the customer wants to cancel the cleaning contract for some reason- must give Happy Homes Services Ltd 2 (two) week written notice for cancellation. If this not happen – the Customer has to pay the outstanding amount;
- c. In the event that such notice has been given, Happy Homes Services Ltd will endeavor to reschedule the Service if required;
- d. Domestic cleaning: You agree to pay the full price of the cleaning visit if you cancel or change the date/time less than 24 hours prior to the scheduled appointment. You agree to pay the full price of the cleaning visit if no one home to let them in; or a problem with your keys. If keys are provided, they must open the lock without any special efforts or skills.

16. Cancellation by us:

We reserve the right to cancel the contract between us if:

- a. We have insufficient staff to fulfil the booking you have ordered;
- b. We do not cover your area;
- c. One or more of the services you ordered was listed at an incorrect price due to a typographical error; or
- d. At our own discretion.
- e. Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer neither under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence;

f. By entering into a contract with Happy Homes Services Ltd, you agree that after the termination of the cleaning service you will not hire or use any domestic services provided by a present or past cleaner introduced to you by Happy Homes Services Ltd. If you do wish to hire or use domestic services provided by such a cleaner then you must pay a referral fee of £ 2,000.

17. Availability

All services are subject to acceptance and availability. If the service you have booked is not available, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the service is available or to cancel your booking.

18. Price

All prices are exclusive VAT.

19. Privacy policy

The Customer acknowledges that any information provided by the Customer may be used by Happy Homes Services Ltd for the purpose of providing the Service. Happy Homes Services Ltd agree not to share any information provided by the Customer with any third party not directly involved in the provision of the Service (unless required to do so by law).

20. Changes to this agreement

Happy Homes Services Ltd reserve the right to update or modify these terms and conditions at any time.

Client name: _____

Client signature: _____

Date: _____

