

# **REFERENCES**

**CLIENT** (the "Client") is the person(s) named in the attached quotation

**PROPERTY** (the "Property") is the address in which the service is being delivered to as per the attached quotation.

# CONTRACTOR is Elliotts Cleaning & Property Services (the "Contractor")

**SERVICES** (the "Services") for the purpose of these terms and conditions are Deep and/or End of Tenancy Cleaning Services. The scope of these services are as per those outlined in the attached quotation.

# THIS AGREEMENT (the "Agreement") is dated as per the attached quotation.

# 1. BACKGROUND

The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide cleaning services to the Client. The Contractor is agreeable to providing such cleaning services to the Client on the terms and conditions set out in this Agreement.

**2. IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows

# 3. SERVICES PROVIDED

The venue for delivery of the Services is the Property referenced as above. Our deep cleaning and end of tenancy cleaning services are comprehensive and cover all agreed-upon areas and tasks as outlined in the quotation. Any additional services requested outside the agreed-upon scope may incur extra charges.

# 4. HOURS

The Services will also include any other cleaning tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client. The duration for the service is as per the quotation. The Contractor reserved the right to adjust the duration dependent upon the work required. Any additional work requested by the Client, resulting in additional hours being due will be charged separable upon issue of an additional quotation.

# 5. TERMS OF AGREEMENT

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and in effect indefinitely until the Services quoted have been completed.

In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

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This Agreement may be terminated at any time by mutual agreement of the Parties. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

### 6. PERFORMANCE

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### 7. CURRENCY

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

### 8. DEPOSIT

A non-refundable deposit of 25% of the total service cost is required to secure your booking. This deposit is payable upon confirmation of the booking and must be made within 48 hours of booking confirmation and is due by BACs payment.

#### 9. PAYMENT

The remaining 75% is due on the day in which the work is completed by the Contractor and is due by BACs payment.

The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.

The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

# **10. INTEREST ON LATE PAYMENTS**

Interest payable on any overdue amounts under this Agreement is charged at a rate of 5.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

### **11. CANCELLATION**

In the event of a cancellation by the client, the 25% deposit will be retained by the Contractor and is non-refundable.

#### **12. RESCHEDULING**

Clients may request to reschedule their cleaning appointment subject to availability. However, the deposit will still be non-refundable in the event of rescheduling.

#### 13. ACCESS

Clients must ensure that our cleaning team has access to the premises at the scheduled time. Failure to provide access may result in additional charges or cancellation of the service, and the deposit will be forfeited.

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# 14. CONFIDENTIALITY

Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised by the Client or as required by law. The Contractor further agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any personal information of the Client, without the prior written consent of the Client. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

### **15. RETURN OF PROPERTY**

Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

# **16. CAPACITY/INDEPENDENT CONTRACTOR**

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

# **17. AUTONOMY**

Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

# **18. EQUIPMENT**

Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all equipment, accessories, chemicals, solvents, cleaning fluids, workwear and any other supplies necessary to deliver the Services in accordance with the Agreement.

# **19. NO EXCLUSIVITY**

The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

### **20. INDEMNIFICATION**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and

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permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

# 21. MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

# 22. TIME OF THE ESSENCE

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### 23. ASSIGNMENT

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

### 24. ENTIRE AGREEMENT

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## 25. ENUREMENT

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### 26. TITLES/HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### 27. GENDER

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

#### 28. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of England.

### 29. SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

#### 30. WAIVER

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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