

## Terms of Trading Agreement between 'Clients' and Jimklean Services Ltd

All business transactions between Jimklean Services and its Clients shall be governed by our billing documentation/invoice and this Jimklean Trading Agreement (JTA) illustrated viz:

Updated :  
12/02/2022

### A. Miscellaneous

1. This Jimklean Trading Agreement (JTA) illustrates our Service terms, and constitutes the whole Agreement between the Client and Jimklean and cannot be amended unless agreed in writing by both parties. If a court finds any clause unenforceable then the remainder of the JTA shall remain workable and intact.

2. The whole JTA shall be interpreted in accordance with the law of the country the service is provided, and any disputes shall be resolved by the courts of that country (UK in this case).

### B. Service & Remittance

1. The services to be provided by Jimklean under this JTA shall commence on the day of the first cleaning unless the customer exercises his right to cancellation as described in section G, and shall comprise of access to Jimklean's database of (vetted introduction) cleaners and the services set out at section E. If Jimklean considers it necessary to make variations in the service supply, Jimklean reserves the right to make these variations as it sees fit. All cleaners available for introduction shall be vetted using all reasonable endeavors to an extent that Jimklean considers fit in its sole discretion.

2. The amounts payable by the Customer to Jimklean and directly (not directly to our Cleaners) shall be set out in the invoice which shall specify any additional charges and one-off payments as well as amounts payable by the Customer directly to our account.

3. Payment to Jimklean shall be made by way of a bank payment (direct) or, in all other instances, by cheque, at an agreed hourly rate paid daily/weekly/monthly.

4. Responsibility of all payments to the cleaner shall always remain with Jimklean. All payments for the job done shall be arranged as agreed between Jimklean and the client.

5. Irrespective of whether a Client is using a cleaner introduced by Jimklean, all outstanding payments to Jimklean will continue until the fully paid or agreement terminated lawfully in accordance with section G.

6. If the JTA is terminated lawfully in accordance with section G, all payments to Jimklean shall cease after work time is fully settled.

7. Jimklean will not refund any advance payment upon receipt of termination notice from the Client. If a customer declines the service, no refunds will be made.

8. If for any reason the Client continues to pay Jimklean following termination, Jimklean reserves the right to charge a reasonable administration fee for each overpayment.

9. Jimklean reserves the right to claim interest at market rates for overdue fees.

10. Where the Client cancels an appointment with less than 4 hours' notice, the Client shall pay the cleaner a late cancellation charge for 2 hours at the agreed rate.

### C. Insurance Cover

1. All Jimklean cleaners whose services are used by the Clients will be covered primarily by the Client's own insurance policies and as a contingency, covered by Jimklean's **Public Liability policy** which has a limit of **£5 million** of public liability including damage or loss to the Customer on the express condition that such loss and/or damage is caused by negligence of the cleaner which was introduced by Jimklean.

2. The policy covers damage or loss on an indemnity basis provided that the damage or loss in each event is greater than £100 and the policy does not cover possession or property theft. Jimklean cannot accept liability for the first £100 of each item in any claim, which shall be for the

Client's account. The policy covers damage that the cleaner may cause when carrying out his or her duties & is subject to other terms which are available upon request. Bleach is a banned substance & spills are not covered.

3. Jimklean accepts no liability for insurance where the fee has been paid in advance.

### D. Liability Exclusion

1. To the extent that such exclusions are allowed at law and excepting claims for bodily injury or death due to negligence on the part of Jimklean, their employees or any introduced cleaner, Jimklean does not accept any responsibility for any type of damage or loss to the Customer or the Customer's goods or premises even if the terms of the JTA are breached by a Jimklean employee, (or the introduced cleaner) whether willfully or negligently, in contract or in delict, in breach of express or implied terms which includes omission of duty by Jimklean or its introduced cleaners.

2. Jimklean accepts no liability for any failure of service in any way relating to this JTA including 'acts of god'.

3. Jimklean will not be held liable to carry out unfinished tasks, nor will it incur liability for not carrying out terms of this JTA if the Customer is in breach of any obligation to Jimklean. The Customer must give reasonable time to allow Jimklean to put right any breach. Jimklean shall have the right to terminate the agreement if unable to put right the breach. In such an instance, Jimklean shall have the same action or redress against the Customer as if it were the Customer that was in breach enabling Jimklean to terminate the agreement.

4. The ownership and responsibility for the return of Customer keys remains between the Customer and the cleaner. Jimklean cannot accept any responsibility for losses that arise out of such instances.

### E. Jimklean Shall:

1. Advertise for cleaners.
2. Interview cleaners in their own home.
3. Reference and ID check cleaners.
4. Check that the cleaner is eligible to work legally in the UK.
5. Provide the most suitable cleaner to the Customer.
6. When requested, arrange for a replacement cleaner if the usual cleaner is on holiday, poorly or if the Customer is unhappy with the cleaner.
7. Use reasonable endeavor to provide a prompt reply service to issues or questions raised by the Customer when required.
8. Always comply within the terms of the law.
9. Provide insurance cover as detailed elsewhere.

### F. The Customer Shall:

1. Notify Jimklean of any amendments to the times or daily schedules that the introduced cleaner attends.
2. Take ownership of the arrangement of work direction, periods & tasks, providing clear work requests.
3. Provide one full day's period of notice to the introduced cleaner and Jimklean of any amendments to existing work arrangements, including that of requesting a replacement introduced cleaner.
4. Contact Jimklean directly if a temporary cleaner is required due to the regular cleaner's illness or holiday as replacements are not automatically supplied, as not all Customers require them (due to key handling etc).
5. Inform Jimklean regarding the intention to employ a Jimklean introduced cleaner or dismiss a cleaner introduced by Jimklean.

6. Accept a cleaner on a 'non-preferred day' if a cleaner is being sought by Jimklean or on holiday or during cleaner sickness periods.
7. Bear the cost of recovery of agency fees in the event of non-payment.
8. Ensure the provision of unambiguous domestic work requests.

### G. Agreement Termination

1. The Customer has the right to cancel the JTA within an initial "cooling off" period of 14 calendar days from date of requesting the service. Notice should be provided in writing by post or email to the address on the letterhead. If this right to cancel is exercised, the Customer shall not be liable for any sums to Jimklean unless the Customer specifically asked for the service to begin before the end of the cooling off period.

After expiry of the cooling off period the Customer can cancel the JTA by giving the lesser of 2 weeks prior notice or notice in accordance with the billing letter.

2. Jimklean can terminate the JTA with the Customer at any time by writing to the Customer giving the lesser of 2 weeks prior notice or notice in accordance with the billing letter.

3. The Customer agrees not to recommend any Jimklean introduced cleaner to anyone else unless the Jimklean service is used.

4. For a period of 12 months following termination, the Customer agrees not to use or employ any current or past cleaner introduced by Jimklean. Should the client be in breach of this termination clause Jimklean shall be entitled to charge the agency fee from the commencement of any unpaid period during the 12-month period.

### H. Data Protection

Jimklean will process your personal information as set out in the Jimklean Privacy Notice which can be found at <https://www.jimkleanservice.com/privacy-notice.pdf>

**It is important that you read and understand the above terms. If there is any term that you do not understand or do not wish to agree to, please discuss it with us before commencing the service.**