

## **Terms and Conditions**

These terms and conditions constitute the full and complete service agreement (the "Agreement") between you (the "Customer") and Iva Cleaning Services Ltd ("Service"). Please take some time to review this Agreement.

### **1. Cleaning services**

1. Subject to the terms of this Agreement, Iva Cleaning 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").
2. The Service will be for such cleaning duties as agreed with the Customer at the time of booking.
3. Iva Cleaning 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 Iva Cleaning Services Ltd and the Customer (the "Service Time").
4. Iva Cleaning Services Ltd endeavour to provide the Service faithfully, diligently and in a timely and professional manner.
5. Iva Cleaning 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 Iva Cleaning 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 Iva Cleaning Services Ltd employed.
6. For Services such as End or Pre tenancy cleaning, after builders, move in, after party on spring/deep cleaning Iva Cleaning Services can provide cleaning materials and equipments (upon request and subject to additional charge). All cleaning equipments are safe and in full working order.
7. 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. It is difficult to estimate precisely how long the job may take and a degree of flexibility may be required.
8. Our acceptance of your booking brings into existence a legally binding contract between us.
9. Iva Cleaning Services will advise all Cleaners to keep clients keys safe at all times and to not keep the Customers address attached to them; although Iva Cleaning Services Ltd does not take responsibility for any loss or damage should this occur.
10. Iva Cleaning Services will endeavour 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 , Iva Cleaning Services 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**

1. Before entering in this Agreement the Customer and Iva Cleaning Services Ltd will agree a set amount of hours per week/fortnight. Any changes to the Service to be provided must be agreed by Iva Cleaning Services Ltd prior to the Service Time.
2. If the Customer requires any additional services or variations at the time the Service is being performed, the Customer must first contact Iva Cleaning Services by telephone, who may agree to provide the additional services in its absolute discretion. The Cleaner is not authorised to agree to any changes to the Service being provided. The Customer must not request such changes directly from the Cleaner.
3. If the Customer want to change the hours/days of the Service the Client should contact Iva Cleaning 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:

1. It will provide a safe working environment at the Premises for the Cleaner to perform the Service;
2. The Cleaner will have unencumbered and unobstructed access to those areas of the Premises requiring the Service;
3. 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;
4. The client agrees to behave nicely to the Cleaner and to treat her/him with respect;

5. It will advise Iva Cleaning Services prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime at the Premises;
6. It is authorised to use the Premises and obtain the provision of Service;
7. 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, including cash, jewellery, works of art, antiques, or items of sentimental value prior to the commencement of the Service.
8. 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.
9. 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.
10. The Customer agrees to inform Iva Cleaning Services for any change of house/flat alarm code or key changes in advance;
11. The Customer agrees to pay 1 ½ rate/hou for Service on Bank Holiday or National holiday if require;
12. 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.
13. The Customer agrees to inform Iva Cleaning Services at least 7 days notice should they be taking holiday/do not require the Cleaner to work over this period.
14. A full refund is to be made if the Customer going on holiday and have informed us in advance.
15. 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**

1. 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;
2. 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
3. The Cleaner thinks, in their absolute discretion, that the use of such materials or cleaning equipment poses a risk to health and safety.
4. 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**

1. The Customer acknowledges Iva Cleaning Services invest significant resources in recruiting, selecting and training its Cleaners. Unless Iva Cleaning Services 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 Iva Cleaning Services or for a period within 12 months after the conclusion of any Service.
2. The Customer acknowledges that Iva Cleaning Services may suffer loss and damage, including, without limitation consequential loss, as a result of a breach of this clause by the Customer.
3. The Customer acknowledges that have to pay Iva Cleaning Services the amount of £ 2,000 if employ the Cleaner direct or indirect within 12 months after the conclusion of the Agreement. Iva Cleaning Services keeps the rights to start legar procedure agains the Customer.

## **7. Job quotations**

1. The actual price payable by the Customer is calculated on the total number of hours worked by the Cleaner.
2. Any price quoted by Iva Cleaning Services is an estimate only based on Iva Cleaning Services 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.
3. 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 Iva Cleaning Services, Iva Cleaning Services 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.
4. The Customer must inform Iva Cleaning Services whether any cleaning services required are for an 'end of tenancy' at the time of quotation.
5. 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 £15.00 charge may apply.

6. Parking charges are applicable if parking arrangements cannot be made.
7. Congestion charge fee is subject to additional charge (if require).

## 8. Bookings

1. Our cleaning service may be ordered by telephone, e-mail or online and you agree to be bound by these terms and conditions.
2. 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;
3. Iva Cleaning Services provide all quotations at the time of booking, quotation will be sent via email to the Customer (if email address is provided);
4. Iva Cleaning Services reserve the right not to accept a booking for any reason.
5. 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. Iva Cleaning Services reserves the right to make any changes to any part of these terms and conditions without giving any prior notice. Please check the website for updates.
6. Domestic Cleaning: A minimum of 3 hours per cleaning visit applies.
7. One off /Spring Cleaning/ After party: A minimum of 4 hours per cleaning visit applies.
8. End of Tenancy Cleaning: We have a fixed prices for this service depending of size of the property;
9. 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;
10. Carpet and upholstery cleaning prices are based on different types of space (bedrooms, rooms), sofa (2 seater or 3 seater), etc;

## 9. Payment terms

1. The Customer agrees to pay the price quoted by Iva Cleaning Services.
2. The cleaners will be paid by Iva Cleaning Services;
3. We accept the following payment methods from The Customer:
  - Bank transfer; weekly/fortnightly or monthly standing orders. We also accept debit or credit card (subject to additional charge). We can accept cash in limited cases and only after the authorization by Iva Cleaning Services;
4. Payment can be made with debit or credit card over the phone (This need to be made in advance). If payment is made by credit card 3% surcharge will apply. Iva Cleaning Services will not share the Customer's card details with a third party.
5. The Client's agrees and authorizes Iva Cleaning Services Ltd to charge any outstanding amount owed to Iva Cleaning Services with regards to the cleaning services provided plus parking and congestion charges fees (if any) and up to the total amount of the booked services to the debit/credit card the Customer's has provided;
6. The Customer agrees to pay Iva Cleaning Services for every hour of service carried by the Cleaner and as initially agreed in the signed letter of engagement.
7. Iva Cleaning prepares invoices on the end of each month for services rendered in the previous month;
8. Customer's refunds will be made every end of the month via bank transfer.
9. Iva Cleaning Services 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 30days;
10. Iva Cleaning reserves the rights to stop with immediate effect the cleaning services provided to the Customer in case of no payment received or delayed payment.
11. The keys are returned within five working days after the invoices have been paid in full.

## 10. Non Payment

Iva Cleaning Services 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 fails to attend the Premises within 1 hour of the Service Time, not notified Iva Cleaning Services or the Customer and does not provide the requested Service, Iva Cleaning Services will provide the Customer with either:

1. A full refund of payments made by the Customer; or
2. Offer to reschedule the Service at another time mutually agreed between the Customer and Iva Cleaning Services.

## 12. Complaints

If the Customer is dissatisfied for any reason with the Service provided, it must inform Iva Cleaning Services within 24 hours of completion of the Service. Iva Cleaning Services strives to achieve 100% customer satisfaction and will endeavour 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

Iva Cleaning Services is not responsible for:

1. 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
2. not completing or providing the Service as a result of the Cleaner not proceeding for health and safety reasons;
3. 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 Iva Cleaning Services;
4. 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;
5. existing dirt, wear, damage or stains that cannot be completely cleaned or removed;
6. any wear or discolouring of fabric or surfaces becoming more visible once dirt has been removed;
7. All fragile and highly breakable items, cash, jewellery, items of sentimental value, art and antiques.
8. The cost of any key replacement or locksmith fees, unless keys were lost by Iva Cleaning Services or the Cleaner.
9. Old stains that cannot be removed using normal cleaning methods.
10. Accidental damage due to faulty equipment.
11. Any accidental damage caused by a cleaner working for Iva Cleaning Services, if there is an outstanding amount owed to Iva Cleaning Services (excluding payment due for the cleaning visit when the accident happened).
12. Iva Cleaning Services will not be responsible for triggering any alarm systems. Customer should provide special instructions for deactivation/activation of any alarm systems.

## 14. Accidents, breakage, damage & theft

1. While our cleaners will treat your home with great care accidents can and do happen from time to time. Iva Cleaning Services have public liability insurance. The policy will cover major accidental damage caused by our cleaners.
2. The Customer must inform Iva Cleaning Services 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.
3. 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.
4. All fragile and highly breakable items must be secured or removed. Items excluded from liability are: cash, jewellery, items of sentimental value, art and antiques.
5. We may require entry to the location of the claim within 24 hours to correct or assess the problem.

## 17. Cancellation

1. The Customer must provide Iva Cleaning Services with at least 24 hours notice prior to the Service Time, if they wish to suspend, postpone or cancel the Service for any reason.
2. If the customer wants to cancel the cleaning contract for some reason before the 1year duration- must give Iva Cleaning Services LTD 2 (two) week written notice for cancellation. If this not happen - the Customer has to pay the outstanding amount.
3. In the event that such notice has been given, Iva Cleaning Services will endeavour to reschedule the Service if required.
4. 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 in the event of a lock-out caused by our cleaners being turned away; 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.
5. Cancellation by us:  
We reserve the right to cancel the contract between us if:

1. we have insufficient staff to fulfil the booking you have ordered;
2. we do not cover your area; or
3. one or more of the services you ordered was listed at an incorrect price due to a typographical error.
4. If we do cancel your contract we will notify you by e-mail within 14 days of your booking.
5. 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.
6. By entering into a contract with Iva Cleaning Services, 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 Iva Cleaning Services. 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.

## **18. Ownership of rights**

All rights, including copyright, in this website are owned by or licensed to Iva Cleaning Services. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

## **19. Accuracy of content**

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all services have been fairly described.

## **20. 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.

## **21. Price**

The prices payable for services that you book are as set out in our website. All prices are inclusive of tax at the current rates and are correct at the time of entering information.

## **22. Privacy policy**

The Customer acknowledges that any information provided by the Customer may be used by Iva Cleaning Services for the purpose of providing the Service. Iva Cleaning Services 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).

## **23. Law, jurisdiction and language**

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

## **24. Changes to this agreement**

Iva Cleaning Services reserve the right to update or modify these terms and conditions at any time without prior notice, and may do so by publishing an updated agreement on its website. Each updated agreement will take effect 24 hours after it has been published on the website.

**LETTER OF ENGAGEMENT:**

1. Name/ Company name\*: .....
  
2. Address\*: .....
  
3. Postcode\*: .....
4. Home Telephone\*: .....
5. Work Telephone\*: .....
6. Mobile Phone\*: .....
7. E-mail Address\*: .....
8. Hours per week/ fortnight \*: .....
9. Clients signature\*: .....
10. Date\*: .....