



Absolute Cleaning Solutions, 3 Place Farm, St Albans, AL4 8SB, Email: sharon@absolutecleaningservice.co.uk

Tel: 0788 3767270/01582 809 166

TERMS AND CONDITIONS OF AGREEMENT BETWEEN ABSOLUTE CLEANING AND THE CLEANER

OBLIGATIONS OF THE CLEANER

The Cleaner will contract directly with the Client on a self employed basis, and will in performing cleaning duties take full responsibility for personal tax and financial affairs, and will not hold himself or herself as either an employee or agent of the Agency.

The Cleaner is responsible for arranging the days and times of cleaning with the Client but must notify the Agency of these as well as any changes that are subsequently made to such days and times.

The Cleaner promises to return client keys promptly when they terminate working for that client. The Cleaner promises to return the keys within 24hrs of being asked and failure to do so may result in legal consequences. For security reasons, The Cleaner will NOT send The Client's keys via post.

DUTIES

At all times the Cleaner must carry out his or her duties in accordance with the task sheet provided by the Client, and follow the strict rules on safety precautions and other matters contained in the Cleaner's booklet provided by the Agency to the Cleaner.

The Cleaner agrees:

- 1.1. to undertake and provide the Services in accordance with any brief and deadline set by the Agency;
- 1.2. to carry out the Services in an expert and diligent manner and to provide his or her services to the best of his or her ability and skill;
- 1.3. to the best of his or her ability, promptly and faithfully to comply with and observe all lawful and proper requests which may from time to time be given to him or her by the Agency;
- 1.4. not to undertake any additional activities or accept other engagements which lead or might lead to any conflict of interest between the Cleaner and the best interests of the Agency during his or her appointment;
- 1.5. to notify the Agency immediately in the event that he or she will not be able to attend a particular client's premises in order to carry out the Services as agreed with the Agency;
- 1.6. In consultation and with the prior consent of the Agency (such consent not to be unreasonably withheld) to delegate performance of his Services to such suitably qualified and experienced personnel as he or she may from time to time deem appropriate if he or she is unable at any time to perform his services due to circumstances beyond his or her control ;
- 1.7. to provide the Agency with such information in relation to the services as the Agency may reasonably require. Such information may be required to be given verbally or in writing. While the Cleaner's method of working is entirely their own and they are not subject to the control of the Agency, they shall nevertheless comply with this and any other reasonable requests of the Agency (or its clients).

PAYMENT

The Agency is not liable to pay to the Cleaner any remuneration but will recommend the hourly rate to be paid to the Cleaner by the Client.

Unless specifically agreed otherwise, the Cleaner will receive payment for the Services directly from the Client on completion of each individual cleaning assignment. The agreed gross hourly rate is ().

The consideration for this contract is the Agency's introductions of the Cleaner to its clients.



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The Client and the Cleaner shall use a Worker Earnings Receipt Form supplied by the Agency

For tax purposes the Cleaner shall for a period of not less than six years keep copies of all Worker Earnings Receipt Forms in respect of all Cleaners employed by the Client and shall provide the Agency with copies upon request.

TAX LIABILITIES

The Agency and the Cleaner declare and confirm that the Cleaner shall have the status of a self-employed person and shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of his or her fees and accordingly the Cleaner hereby agrees to indemnify the Agency in respect of any claims that may be made by the relevant authorities against the Agency or any client in respect of income tax and employee's national insurance or similar contributions relating to the Services under this Agreement.

INSURANCE

As a benefit to the Client each Cleaner will be covered by an insurance policy which includes public liability cover providing for a maximum payment of £1,000,000 in the event of damage to or loss of the Client's property provided that this damage or loss is caused by the negligence or omission of the Cleaner.

The insurance policy will only cover loss or damage to property if and to the extent that the loss or damage is of a value in excess of £100. Neither the Agency nor its insurance will accept liability for any claims under £100 which are hereby excluded. Where any claim is of a value in excess of £100 the Client shall be liable to pay the first £100 of any such claim. The insurance policy does not cover loss of damage caused by bleach or any substances containing bleach.

The Agency will not arrange for the Insurance referred to in this clause if the Agency fee has not been paid by the Client in accordance with the terms and conditions of the relevant agreement between the Agency and the Client.

An Insurance policy taken out by the Client may void the insurance policy referred to in this clause in which event all damage and loss will only be recoverable under any policy of the Client.

EXCLUSION OF LIABILITY

The Agency hereby accepts liability in the event of death or injury to any person arising out of the negligence of the Agency, its employees or agents or any Cleaner supplied by the Agency.

To the extent permitted by law and subject to the provisions of the Clauses herein the Agency hereby excludes liability for any loss or damage whatsoever to the Cleaner or any goods or property of the Cleaner arising in any way whatsoever including the breach of contract, breach of any statutory provisions or implied terms and/or as a result of the negligence of the Agency, its employees or agents or any Cleaner supplied by the Agency

The Agency shall not be liable in any event for any consequential, indirect or special losses suffered by the Cleaner arising in any way whatsoever including without limitation to the generality of the foregoing from breach of contract or in tort or as a result of the negligence of the Agency or its employees or agents and including without limitation any loss of income, loss of profits or loss of interest or opportunity

The Agency shall not be liable in any circumstances for any consequential, indirect or special losses incurred by the Cleaner as a result of any failure of a Client to comply with his or her contractual obligations for whatever reason notwithstanding that such a Client may have been introduced or recommended by the Agency to the Cleaner.

The Agency shall not be liable for any failure or delay in, performance of any contract or part thereof in pursuance of these terms and conditions which is due wholly or partially to the imposition, application or enactment of any law or statutory regulation (whether of the United Kingdom or elsewhere) by any competent authority, strikes, lock-outs, an act of God or natural disaster or other cause or occurrence reasonably beyond the control of the Agency

All warranties in respect of the Service whether implied by statute or common law, made expressly or otherwise are hereby excluded to the extent permitted by law. Furthermore, to the extent permitted by law, the Agency does not guarantee the Service or the performance thereof in any way whatsoever.

The Agency shall not be required to perform or complete the performance nor shall it incur any liability for failure to carry out the terms of this Agreement if at the relevant time the Cleaner is in breach of any obligation to the Agency under any other contract for the supply of goods or services to the Cleaner by the Agency. The Agency shall have a reasonable time after such a breach is remedied to carry out its obligations hereunder. If such a breach is not remedied within a reasonable time the Agency shall have the right on giving reasonable notice to the Cleaner to terminate this Agreement and shall have the same remedies against the Cleaner as if there had been a breach by the Cleaner of a term of this



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Agreement enabling the Agency to rescind it.

The Agency is not responsible for failure of any Cleaner to return keys or any loss of whatever nature that may arise as a result.

TERMINATION

Either party may terminate this Agreement at any point in writing, text messages and email are acceptable methods of cancellation.

The Cleaner hereby covenants with the Agency that for the duration of this Agreement and for a period of 6 months thereafter the Restricted Period her or she shall not within the Agency's nominated UK postal districts carry on or be concerned or engaged or interested directly or indirectly and whether as principal employee, agent, consultant or otherwise in any way in any business competing with the trade or business of the Agency as carried on at the date of termination of this Agreement.

The Cleaner hereby covenants with the Agency that for the Restricted Period he shall not on behalf of himself or any other person firm or Agency in which he is directly or indirectly engaged or interested knowingly solicit interfere with or Endeavour to entice away from the Agency any person who is at the date of such termination an employee of the Agency or Cleaner whose details appear on the database of the Agency.

For the duration of this Agreement and a period of 12 months after termination the Cleaner shall not work for any Client or Clients of the Agency who have used the services of the Agency and the Cleaner at any stage during a 12 month period prior to the date of termination of this Agreement.

The Agency and the Cleaner acknowledge that the nature of this relationship is that the Agency will introduce the Cleaner to its clients. In consideration of this, the Cleaner agrees that he or she will not during the continuance of this Agreement or for a period of 12 months after its termination solicit, approach or provide services to any client of the Agency to whom the Cleaner provides Services or provided Services in the 12 months prior to the termination of this Agreement. The Cleaner acknowledges that the Agency may take legal action to recover any loss it suffers as a result of a breach of this Clause.

The restrictions contained herein are separate and distinct and each is to be construed separately from every other restriction contained in those sub clauses. The restrictions contained in herein are considered reasonable by the parties but in the event that any such restrictions shall be found to be void but would be valid if some part thereof were deleted or the scope or period reduced such restrictions shall apply with such modifications may be necessary to make it valid and effective.

NO EMPLOYMENT

Nothing in this Agreement shall render or be deemed to render the Cleaner an employee or agent of the Agency. The Agency is not obliged to offer and the Cleaner is not obliged to accept any particular engagement and therefore this Agreement does not create any mutuality of obligation between the Cleaner and the Agency.

The Cleaner is free to provide services to other clients and organization subject to the terms of this Agreement.

GENERAL

This Agreement is the entire agreement between the Agency and the Cleaner in respect of the Services and no variation of this Agreement shall be effective unless made in writing and signed by the Cleaner and the Agency. This Agreement replaces any relevant existing agreement between the Cleaner and the agency.

If any provision of this Agreement shall be found to be void, invalid or unenforceable, whether by a court of law, agreement of the parties or otherwise, the remainder of this Agreement shall remain in force and effect notwithstanding any such invalidity, illegality, or unenforceability but the provision in question will either be amended so as to make it valid, legal and enforceable or, in the event that this is not possible, deleted

No delay or failure on the part of the Agency to exercise or enforce any rights or remedies pursuant to the terms of this Agreement shall constitute a waiver of such rights or operate to prejudice the exercise of any such rights at any time thereafter.

Any headings to clauses or sub-clauses are for convenience only and shall not affect the interpretation of construction thereof. These terms and conditions shall be construed in accordance with and governed by British law and subject to the jurisdiction of the British Courts.

**BY SIGNING BELOW I, CONFIRM I HAVE
READ, UNDERSTOOD AND ACCEPT THESE TERMS.**



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CLEANER SIGNATURE:

DATE:

D.O.B

AGENT SIGNATURE:

DATE: