



ELLIOTTS CLEANING & PROPERTY SERVICES DOMESTIC CLEANING SERVICES AGREEMENT

THIS CLEANING SERVICES AGREEMENT (the "Agreement") is dated:

DATE STAMP OF BOOKING CONFIRMATION EMAIL

CLIENT

(the "Client")

CONTRACTOR

Elliotts Cleaning & Property Services

(the "Contractor")

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 Client hereby agrees to engage the Contractor to provide the Client with the following cleaning services (the "Services"):

Domestic Cleaning Services

The venue for delivery of the Services is as per the address detailed on the booking confirmation email.

The duration per visit for the delivery of the Services is as per the length of booking as detailed on the booking confirmation email.

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.

5. TERM OF AGREEMENT

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.

In the event that either Party wishes to terminate this Agreement, that Party will be required to provide seven days' written notice to the other Party.

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.

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. PAYMENT

The Contractor will charge the Client for the Services at the rate of **£18.00** per hour (the "Payment").

The Client will be invoiced every week. The total weekly cost payable by the Client is calculated based on the hours on site, as per point 4 of this agreement multiplied by the above hourly rate.

This does not include any additional duties as authorised by the Client, which are outside of the hours noted in point 4.

Invoices submitted by the Contractor to the Client are due upon receipt and are payable by BACs payment, regular pre-authorised card payment or direct debit. This is to be agreed by the Client at the point of confirmation of this agreement.

The Payment as stated in this Agreement does not include Value Added Tax. Any Value Added Tax required will be charged to the Client in addition to the 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. NOTICE

The Client must supply the following notice to cancel their services with the Contractor:

16.1: 24 hours notice to cancel a visit, this being 24 hours prior to 09:00 am on the day of the scheduled visit.

16.2: 7 days notice to cancel the Contractors services fully.

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing via email to hello@elliottsofdevon.co.uk or to such other address as either Party may from time to time notify the other. It is at the Contractor's discretion if appropriate notice is not served as outlined in 16.1 and 16.2, if any scheduled services will become chargeable.

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. TITLES/HEADINGS

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

24. 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.

25. GOVERNING LAW

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

26. 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.

27. 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.