Terms of Business

For the purpose of this Agreement:

The term "Customer" means the Customer or Customers whose details appear overleaf, and the singular term shall be deemed to include the plural where applicable.
The term "Alfa Cleaners" means Clearcut Corp Ltd T/A Alfa Cleaners (registered in England 7568470).
The term "Retainer" shall mean the payments stated overleaf to be made by the Customer to Alfa Cleaners.
The term "Website" means the website(s) operated by Alfa Cleaners.
The term "Cleaner" means a cleaner from the database of cleaners maintained by Alfa Cleaners.

Amendments Alfa Cleaners reserves the right to amend the terms and conditions of this Agreement, and shall inform the Customer of such changes by posting them to the Website, and/or sending or otherwise providing them to the Customer, not less than 30 days before implementation of such changes.

3. Introduction 3.1 Alfa Cleaners shall introduce a Cleaner to the Customer subject to the terms and conditions of this Agreement, to provide the hours of work specified overleaf as may be varied from time to time by prior agreement between the Customer and the Cleaner subject to the Customer's compliance with the minimum Retainer specified by Alfa Cleaners from time to time. Note that changes to the number of hours shall affect payment to Alfa Cleaners. All cleaners available for introduction shall be vetted using reasonable endeavours to the extent that Alfa Cleaners deem fit in its exclusive discretion.

3.2 The Customer shall pay Alfa Cleaners the Retainer for the introduction of the Cleaner and ongoing support for the duration of the Agreement.

3.3 This Agreement will be for a minimum initial period of 2 months as from the commencement of service and shall continue until cancelled according to the agreement's termination & cancellation clauses.

3.4 The full terms of this agreement are effective on the commencement of service.

4. Payment of Alfa Cleaners Retainer 4.1. The Customer shall sign, and return to Alfa Cleaners, the standing order mandate authorising payment of the Retainer, to be made from the Customer's bank to Alfa Cleaners monthly in advance. Alternatively, (a) the customer shall confirm by email or letter that such an arrangement has been made, or (b) a Direct Debit or recurring credit/debit card payment shall be set up by the customer. Such payments shall continue until the Agreement is terminated in accordance with the agreement's termination & cancellation clauses. 4.2. Any change to the hours as stated overleaf should be reported in advance to Alfa Cleaners by the Customer and shall be subject to the appropriate adjustment to the amount of the Retainer. 4.3. If a Cleaner is retained by the Customer for more hours than originally agreed, without the Customer paying an additional fee to Alfa Cleaners, Alfa Cleaners reserves the right to claim the additional fee due, plus interest, for any period that the additional fee became payable but remained unpaid. 4.4. Where the payment by the Customer of the Retainer or any other sum payable under this Agreement is not received by Alfa Cleaners by the due date, Alfa Cleaners reserves the right to charge the Customer interest at the prevailing Bank of England Base Rate plus 3% for each day that the total amount outstanding or any part of it remains unpaid. 4.5. The failure to pay any Retainer payment for more than one month shall constitute a serious breach and Alfa Cleaners shall accordingly be able to terminate this Agreement without prejudice to its right to charge interest on the overdue amount and/or to recover the outstanding amounts and its reasonable costs incurred in so doing. 4.6 (a) Payment by the customer of the monthly retainer will allow the customer relevant access to Alfa Cleaners database of workers. (b) Regardless of whether a customer is using a cleaner introduced by Alfa Cleaners, such payments will continue until the agreement is terminated lawfully as per section 9. (c) Alfa Cleaners will not refund any advance payment upon the customer's notice of cancellation of this agreement. No refunds will be given during notice period. A service credit may be provided for agency fees paid in advance, at the discretion of Alfa Cleaners. No refunds will be made if the customer declines a service credit. (d) If the customer continues to pay Alfa Cleaners following termination, Alfa Cleaners will reserve the right to levy an administration fee for each overpayment.

5. Customer Obligations 5.1. The Cleaner is introduced to the Customer as a self-employed cleaner and the Customer shall retain the Cleaner under a "Contract for Services", which shall be a separate contractual arrangement between the Customer and the Cleaner only. The Customer shall agree directly with the Cleaner the terms of that contract. 5.2. The Customer shall agree with the Cleaner directly what services are to be performed by the Cleaner, and such services shall form the basis of the Cleaner's obligations under the Contract for Services to be entered into. The Customer may change the scope and manner of the services contracted for under the terms of the Contract for Services at any time by reaching mutual agreement with the Cleaner.
5.3. The Customer shall pay any Cleaner retained by the Customer at the rate agreed in the Contract for Services and such fees shall be paid directly to the Cleaner in accordance with that agreement.
5.4. The Customer shall provide a safe working environment for the Cleaner at all times.

6. Obligations of Alfa Cleaners 6.1 Alfa Cleaners shall introduce a Cleaner to the Customer in accordance with Clause 3.1. 6.2 Where the Customer is unhappy with the Cleaner introduced by Alfa Cleaners and/or notifies Alfa Cleaners that, for whatever reason, the Cleaner's services are to cease permanently, Alfa Cleaners shall endeavour to introduce a replacement Cleaner to the Customer.
6.3 In the event that a suitable replacement Cleaner cannot be found and introduced to the Customer within a reasonable timeframe, then termination under Clauses 9.1 and/or 9.2 may apply.
6.4 In performing its obligations under this Agreement Alfa Cleaners shall use its reasonable care and skill.

7. Insurance 7.1. In respect of each Cleaner introduced by Alfa Cleaners and retained by the Customer, Alfa Cleaners shall provide Public Liability insurance. 7.2. The limit of the cover of the Public Liability insurance is no less than a minimum of £1,000,000. Neither Alfa Cleaners nor its insurers shall be liable for the first £100 of any claim, nor for any claim of £100 or less in value.
7.3. The Customer shall have adequate insurance cover in place against liabilities to the Cleaner and shall produce to Alfa Cleaners a copy of the appropriate insurance policy and certificate if so requested by Alfa Cleaners. 7.4 All cleaners introduced by Alfa Cleaners will be covered primarily by the Customer's own insurance policies and as a contingency within the Alfa Cleaners public liability policy, incl. damage or loss, on the condition that loss or damage is caused by negligence of a cleaner introduced by Alfa Cleaners. If the customer has alternative insurance, this may invalidate the Alfa Cleaner provided contingency insurance so that all damage and loss may be recoverable only from the Customer's insurance. Cleaner injury is not covered. 7.4. The Customer shall not be covered by Alfa Cleaners insurance policy in the following circumstances: 7.4.1. where the cleaner is not introduced by Alfa Cleaners; 7.4.2. where the materials or equipment used by the Cleaner are not provided directly by the Customer; 7.4.3. where the terms of this Agreement are otherwise breached.
7.5. No claims for bleach damage shall be accepted.

8. Liability 8.1. Subject to Clause 8.2 below, Alfa Cleaners shall not be liable for:
8.1.1 any loss or damage in excess of the limit of its Public Liability insurance cover or outside the scope of its cover, as described in Clause 7;
8.1.2 any losses incurred by the Customer as a result of any failure of a retained Cleaner to comply with his or her contractual obligations under the Contract for Services for whatever reason;
8.1.3 failure of any retained Cleaner to return keys and any loss that may arise as a result;
8.1.4 collusion or theft of property or possessions by a retained Cleaner.

8.2. Nothing in this Agreement shall affect the statutory rights of the Customer as a consumer.

8.3 Alfa Cleaners will not accept liability for any losses incurred by Customer due to failure of the introduced cleaner to comply with his or her legal requirements.

8.4 Alfa Cleaners will not accept liability to carry out unfinished tasks. Alfa Cleaners will not accept liability for not carrying out terms of this agreement if the Customer is in breach of any obligation to Alfa Cleaners.

9. Agreement termination 9.1. Alfa Cleaners may terminate the Agreement at any time by giving not less than two calendar months' notice in writing to the Customer. In such circumstances, the balance (if any) of the Retainer for the period after expiry of the notice shall be refunded to the Customer. Clauses 9.5 - 9.6 shall continue to apply. 9.2. The Customer may terminate the Agreement to take effect at any time after the initial period by giving not less than two calendar months' notice in writing to Alfa Cleaners. If for whatever reason the initial payment has not been made to Alfa Cleaners at the time the Customer serves notice of termination, the Customer shall remain liable to make such payment to Alfa Cleaners. Clauses 9.5 - 9.7 shall continue to apply. (The provisions of this Clause 9.2 do not affect the rights of the Customer in respect of cancellation as set out in Clause 10.) 9.3. Notwithstanding Clause 9.1, where the Customer has committed a serious breach of the terms of the Agreement, Alfa Cleaners is entitled to terminate the Agreement immediately on written notice to the Customer, and, where applicable, Alfa Cleaners shall take further action in connection with the said serious breach. Clauses 9.5 - 9.6 shall continue to apply.
9.4. For a period of 18 months following termination of the Agreement for any reason, the Customer shall not engage, directly or indirectly, as an employee, contractor, agent or otherwise any Cleaner who has been introduced by Alfa Cleaners to the Customer. If the Customer does so engage a Cleaner in contravention of this Clause, then Alfa Cleaners shall institute proceedings against the Customer to recover damages and costs. 9.5. Where the Customer cancels the payment mandate without giving due notice to Alfa Cleaners in writing, Alfa Cleaners reserves the right to charge the Customer for any reasonable expenses incurred in respect of that cancellation in addition to any outstanding fee that remains due and payable plus interest. 9.6. It is the responsibility of the Customer to ensure that a standing order mandate paying the Retainer to Alfa Cleaners is cancelled by the Customer's bank upon termination of the Agreement. Payments received for any period after the Agreement has terminated shall incur a reasonable administration charge to cover costs and expenses incurred by Alfa Cleaners in returning any such payment.

10. Notes on cancellation 10.1. The customer has 14 days from the day after the agreement is made to cancel the service without giving reason. The following provisions of this Clause are in addition to and shall not affect the statutory rights of the Customer as a consumer.
10.2. Should the Customer serve notice of cancellation in accordance with the Notice of the Right to Cancel and the Customer has requested in writing that Alfa Cleaners should provide services during the cancellation period and agreed to be responsible for the costs of those services, Alfa Cleaners shall return the initial payment made less an administration charge of a sum not exceeding £50, the actual amount to be the costs and expenses incurred by Alfa Cleaners in performing the Agreement up to that point. If for whatever reason the initial payment has not been made to Alfa Cleaners the Customer shall pay such administration charge to Alfa Cleaners on request.
10.3. The provisions of Clauses 9.4 to 9.6 shall apply on cancellation of the Agreement under this Clause.

11. GENERAL 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 full force and effect notwithstanding any such invalidity, illegality or unenforceability but the provision in question shall be deleted.

*Optional cancellation form template: To Alfa Cleaners. "I hereby give notice that I cancel my contract for the service". Date. Name. Address. Signature.