

**MAID EASY LIMITED – TERMS AND CONDITIONS TO THE BUSINESS AGREEMENT
(HOUSEHOLDER(S) AND INTRODUCTORY BUSINESS)**

1. DEFINITIONS

1.1 For the purpose of this Business Agreement:

- 1.1.1. the customer shall be referred to as the Householder(s) and Maid Easy Limited as the Introductory Agency Business;
- 1.1.2. the term “Householder(s)” shall be deemed to include the Householder’s spouse, partner or any other adult living at the household, where applicable; and
- 1.1.3. the term “Cleaner” shall mean the person introduced to the Householder(s); and
- 1.1.4. the term “Agency Fee” shall mean the payment to be made by the Householder(s) to the Introductory Business quarterly in advance, for the introduction of the Cleaner.

2. AMENDMENTS

2.1. The Introductory Business reserves the right to amend the terms and conditions of this Business Agreement, and shall inform the Householder(s) of such changes by posting them to the Introductory Business website, and/or to the Householder(s), not less than 30 days before implementation of such changes.

3. INTRODUCTION

- 3.1 The Introductory Business shall introduce a Cleaner from its database of approved Cleaners, to the Householder(s) subject to the terms and conditions of this Business Agreement.
- 3.2. The Householder(s) shall pay the Introductory Business the Agency fee for the introduction of the Cleaner in accordance with Clause 4.1, and subject to the remainder of the terms and conditions of this Agreement.

4. PAYMENT

- 4.1 The Householder(s) shall sign, and return to the Introductory Business, the Standing Order mandate authorising payment of the Agency fee, as specified in the Business Agreement to be made from the Householder(s) bank to the Introductory Business. Such payments shall continue until the Business Agreement is terminated in accordance with Clause 8 of this Business Agreement.
- 4.2 The Introductory Business shall not forward the standing order mandate to the Householder(s) bank until after a Cleaner has commenced an arrangement with the Householder(s).
- 4.3 If a Cleaner is retained by the Householder(s) for more hours than originally agreed in the Business Agreement, without the Householder(s) paying an additional fee, the Introductory Business reserves the right to claim the additional fee due, plus interest at the prevailing Bank of England Base Rate plus 2% for any period that the additional fee became payable but remained unpaid.
- 4.4 If a Cleaner is asked not to attend contracted hours at the Householder(s) request, no refund of Agency Fee shall be applicable.

5. HOUSEHOLDER(S) OBLIGATIONS

- 5.1 The Cleaner is introduced to the Householder(s) as a self-employed cleaner and the Householder(s) shall retain the Cleaner under a “Contract for Services”, which for the avoidance of doubt shall be a separate contractual arrangement between the Householder(s) and the Cleaner only. The Householder(s) shall agree directly with the Cleaner the terms of the Contract for Services.
- 5.2 The Householder(s) 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 Householder(s) may change the scope and manner of the services contracted for under the terms of the Contract for Services at any time by reaching a mutual agreement with the Cleaner.

5.3 In addition to the Agency fee required to be paid to the Introductory Business under Clause 4 for the introduction of a Cleaner, the Householder(s) shall also pay any Cleaner retained by the Householder(s) at the rate agreed in the Contract for Services and such fees shall be paid directly to the Cleaner in accordance with the terms agreed in the Contract for Services.

5.4 The Householder(s) shall provide a safe working environment for the Cleaner at all times.

5.5 The Householder(s) shall provide running hot water and an electricity supply in order for the Cleaner to perform duties as agreed in the Contract for Services.

6. OBLIGATIONS OF THE INTRODUCTORY BUSINESS

6.1 The Introductory Business shall introduce a Cleaner to the Householder(s) in accordance with Clause 3.1

6.2 Where the Householder(s) is unhappy with the Cleaner introduced to them by the Introductory Business, the Introductory Business will endeavour to introduce to the Householder(s) a replacement Cleaner. In such circumstances, the Business Agreement shall continue unaffected and all of the terms in this Business Agreement shall continue to apply.

6.3 If there is a period of time, between the Householder(s) notifying the Introductory Business that it is unhappy with the Cleaner introduced and a replacement Cleaner being introduced under Clause 6.2, the Introductory

Business will issue the Householder(s) with a credit of Agency fee in respect of the period that the Householder(s) is without a Cleaner.

6.4 In the event that a suitable replacement Cleaner cannot be found and introduced to the Householder(s) in accordance with Clauses 6.2 and 6.3, then Clause 8.1 and/or 8.2 shall apply.

7. LIABILITY

7.1 Subject to Clause 7.2 below, the Introductory Business shall not be liable for:

7.1.1 any losses incurred by the Householder(s) 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;

7.1.2 failure of any retained Cleaner to return keys and any loss that may arise as a result; and

7.1.3 for collusion or theft of property or possessions by a retained Cleaner.

7.2 The Introductory Business will be liable to the Householder(s) where the Introductory Business has not fulfilled its obligations under Clause 3.1 by acting with reasonable care and skill in the introduction of a Cleaner to the Householder(s).

8. TERMINATION

8.1 The Introductory Business may terminate the Business Agreement at any time by giving one month's notice in writing to the Householder(s). In such circumstances, a portion of the Agency fee shall be refunded to the Householder(s) on a pro-rata basis. For the avoidance of doubt Clauses 8.5 – 8.8 shall continue to apply.

8.2 The Householder(s) may terminate the Business Agreement at any time by giving one month's notice in writing to the Introductory Business. In such circumstances, a portion of the Agency fee shall be refunded to the Householder(s) on a pro-rata basis. For the avoidance of doubt Clauses 8.5 – 8.8 shall continue to apply.

8.3 Notwithstanding Clause 8.1, where the Householder(s) has committed a serious breach of these Terms and Conditions, the Introductory Business is entitled to terminate the Business Agreement without notice, and nothing in the Business Agreement shall prevent the Introductory Business from taking further action in connection with such serious breach. For the avoidance of doubt, Clauses 8.5 – 8.8 shall continue to apply.

8.4 Notwithstanding Clause 8.2, where the Introductory Business has committed a serious breach of these Terms and Conditions, the Householder(s) is entitled to terminate the Business Agreement without notice, and nothing in the Business Agreement shall prevent the Householder(s) from taking further action in connection with such serious breach. In such circumstances, the Agency fee shall be

refunded to the Householder(s). For the avoidance of doubt, in these circumstances, the remainder of this Clause 8 shall not apply to the Householder(s).

8.5 For a period of 12 months following termination of the Business Agreement for any reason, the Householder(s) shall not engage, directly or indirectly, as an employee, agent or otherwise any Cleaner who has been introduced by the Introductory Business to the Householder(s). If the Householder(s) so engage(s) a Cleaner, then damages of up to six months of the Agency fee may be claimed by the Introductory Business. This clause 8.5 does not apply if the Householder(s) has terminated under Clause 8.4 in response to a serious breach by the Introductory Business.

8.6 Except where the Householder(s) has terminated the Business Agreement prior to cleaning commencing, the Introductory Business reserves the right to charge the Householder(s) an administration fee, not exceeding £50, the precise amount of which will be the costs actually incurred in respect of setting up and entering into the Business Agreement to that point. This Clause 8.6 does not apply if the Householder(s) has terminated under Clause 8.4 in response to a serious breach by the Introductory Business

8.7 Where the Householder(s) cancel the standing order mandate without giving one month's notice to the Introductory Business in writing, the Introductory Business reserves the right to charge the Householder(s) for any reasonable expenses incurred in respect of that cancellation in addition to any outstanding fee that remains due and payable under the terms of Clause 4. This Clause 8.7 does not apply if the Householder(s) has terminated under Clause 8.4 in response to a serious breach by the Introductory Business.

8.8 It is the Householder(s) responsibility to ensure that the Standing Order Mandate paying the Introductory Business fee is cancelled by the Householder(s) bank upon termination of the Business Agreement. Payments received after the month's notice period will incur an administration fee, up to a maximum of £25, for the return of payment (the precise amount of which will be the Introductory Business's costs actually incurred in returning a payment). This Clause 8.8 does not apply if the Householder(s) has terminated under Clause 8.4 in response to a serious breach by the Introductory Business.

9 GENERAL

9.1 If any provision of these Terms and Conditions 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 Business Agreement shall remain in full force and effect notwithstanding any such invalidity, illegality or unenforceability but the provision in question will be deleted.