

# TERMS OF USE

## INSTRUCTIONS

### A. Miscellaneous

- i. This document alongside our billing letter forms and constitutes the whole Agreement between the Customer and SBC and cannot be amended unless agreed in writing by SBC and the Customer. If a court finds any clause unenforceable then the remainder of the SBC shall remain workable and intact.
- ii. The whole document shall be interpreted in accordance with the law of the country the service is provided in and any disputes shall be resolved by the courts of that country.

### B. Service & Remittance

- i. The services to be provided by SBC under this document shall commence on the day of the first clean unless the customer exercises his right to cancellation as described in section G, and shall comprise of access to SBC's database of (vetted for introduction) cleaners and the services set out at section E. If SBC considers it necessary to make variations in the service supply, SBC reserves the right to make these variations as it sees fit. All cleaners available for introduction shall be vetted using all reasonable endeavours to an extent that SBC considers fit in its sole discretion.
- ii. The amounts payable by the Customer to SBC shall be set out in the billing letter which shall specify any additional charges and one-off payments.
- iii. Payment to SBC shall be made by way of After a job is completed (standing order or Direct Debit) or, in all other instances, by cheque, card or bank transfer.
- iv. Responsibility for all payments shall at all times remain with the Customer.
- ix. SBC reserves the right to claim interest at market rates for overdue fees.
- x. Where the Customer cancels an appointment with less than 12 hours' notice, the Customer shall pay to the cleaner a late cancellation charge of £7.50.

### C. Insurance Cover

i. All SBC cleaners whose services are used by the Customer will be covered primarily by the Customer's own insurance policies and as a contingency, covered by SBC's Public Liability policy which has a limit of £1 million of public liability including damage or loss to the Customer on the express condition that such loss and/or damage is caused by negligence of the cleaner which was introduced by SBC.

ii. The policy covers damage or loss on an indemnity basis provided that the damage or loss in each event is greater than £100 and the policy does not cover possession or property theft. B2C cannot accept liability for the first £100 of each item in any claim, which shall be for the Customer's account. The policy covers damage that the cleaner may cause when carrying out his or her duties & is subject to other terms which are available upon request. Bleach is a banned substance & spills are not covered.

#### E. SBC Shall:

i. Advertise for cleaners.

ii. Interview cleaners in their own home.

iii. Reference and ID check cleaners.

iv. Check that the cleaner is eligible to work legally in the UK.

v. Provide the most suitable cleaner to the Customer.

vi. When requested, arrange for a replacement cleaner if the usual cleaner is on holiday, poorly or if the Customer is unhappy with the cleaner.

vii. Use reasonable endeavour to provide a prompt reply service to issues or questions raised by the Customer when required.

viii. Comply within the terms of the law at all times.

ix. Provide insurance cover as detailed elsewhere.

#### F. The Customer Shall:

i. Notify SBC of any amendments to the times or daily schedules that the introduced cleaner attends.

ii. Take ownership of the arrangement of work direction, periods & tasks, providing clear work requests.

iii. Provide one full day's period of notice to the introduced cleaner and SBC of any amendments to existing work arrangements, including that of requesting a replacement

introduced cleaner.

- iv. Contact SBC directly if a temporary cleaner is required due to the regular cleaner's illness or holiday as replacements are not automatically supplied, as not all Customers require them (due to key handling etc).
- v. Inform SBC regarding the intention to employ a SBC introduced cleaner or dismiss a cleaner introduced by SBC.
- vi. Accept a cleaner on a 'non-preferred day' if a cleaner is being sought by SBC or on holiday or during cleaner sickness periods.
- vii. Bear the cost of recovery of agency fees in the event of non-payment.
- viii. Ensure the provision of unambiguous domestic work requests.

#### **G. Agreement Termination**

- i. The Customer has the right to cancel the BTA within an initial "cooling off" period of 14 calendar days from date of requesting the service. Notice should be provided in writing by post or email to the address on the letterhead. If this right to cancel is exercised, the Customer shall not be liable for any sums to SBC unless the Customer specifically asked for the service to begin before the end of the cooling off period. After expiry of the cooling off period the Customer can cancel the BTA by giving the lesser of 2 months prior notice or notice in accordance with the billing letter.
- ii. SBC can terminate the BTA with the Customer at any time by writing to the Customer giving the lesser of 2 months prior notice or notice in accordance with the billing letter.
- iii. The Customer agrees not to recommend any SBC introduced cleaner to anyone else unless the SBC service is used.
- iv. For a period of 18 months following termination, the Customer agrees not to use or employ any current or past cleaner introduced by SBC. Should the client be in breach of this termination clause SBC shall be entitled to charge the agency fee from the commencement of any unpaid period during the 18 month period.

#### **H. Data Protection**

ShineBright Clean will process your personal information as set out in the SBC Privacy Notice which can be found at <https://www.shinebrightcleaning.org.uk/privacy-notice.pdf>

