

Cleaning Services Agreement - Full Terms and Conditions

These Terms and Conditions set out the standard terms for the provision of cleaning services by HCS – Honeycomb Cleaning Services Ltd. By engaging with our services, you agree to be bound by the terms outlined in this agreement.

1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	Any day on which Honeycomb Cleaning Services Ltd is open for business.
"Calendar Day"	Any day of the year, including weekends and public holidays.
"Cleaning Materials"	All items and equipment required for cleaning, including (but not limited to) detergents, solutions, towels, cloths, gloves, mops, buckets, and vacuum cleaners.
"Contract/ Agreement"	The legally binding agreement between the Customer and Provider for the provision of services, as explained in Clause 3.
"Customer"	Any individual or organisation receiving services from HCS, including both one-off and regular clients.
"Deposit"	An advance payment made under Clause 4.6.
"Month"	A calendar month.
"One-Off Customer"	A customer who books between one and three individual cleaning visits.
"Regular Customer"	A customer who has booked ongoing cleaning services on more than three occasions.
"Price"	The total amount payable for the services provided, including VAT.
"Provider"	HCS – Honeycomb Cleaning Services Ltd.
"Services"	The cleaning services provided by HCS as agreed with the Customer.
"We/Us/Our"	HCS – Honeycomb Cleaning Services Ltd, registered and trading at the address specified in Clause 2.

Note: References to "writing" include electronic communication such as email, text message, or other digital formats.

2. Information About Us

- 1. Company Name: Honeycomb Cleaning Services Ltd (HCS)
- 2. Registered Office: 64 Cross Street, Wall Heath, Kingswinford, DY6 0LT
- 3. Contact Person: Samuel Clark
- 4. Mobile: 07522266629
- 5. Email: Honeycombcleaninginfo@gmail.com
- 6. Membership: Domestic Cleaning Business Network (DCBN)

3. The Contract/ Agreement

1. These Terms and Conditions form the basis of the agreement between Honeycomb Cleaning Services Ltd (HCS) and you, the Customer, for the provision of cleaning services. By engaging our services, you confirm that you have read, understood, and agreed to these Terms and Conditions. If you have any questions or need clarification on any part of this

document, please contact us before proceeding.

- 2. If you wish to change the day or time of your scheduled service, we will make every effort to accommodate your request. However, we cannot guarantee that the same cleaning professional will be available for the rescheduled appointment.
- 3. We shall ensure that the following information is given or made available to you prior to the start of your service (unless it is already evident from the nature of the transaction):
 - 1. A description of the main services being offered.
 - 2. Our identity (set out above in Clause 2) and contact details (as set out below in Clause 11).
 - 3. The total price of the services, including VAT. Where this cannot be calculated in advance, we will explain how it will be determined.
 - 4. The payment arrangements, performance expectations, and estimated timeline for delivering the services.
 - 5. A summary of our complaints handling policy.
 - 6. The service's duration (if applicable), or in the case of rolling or automatically renewing services, the conditions for cancellation.
- 4. We may cancel your service provision at any time before we begin providing the services, due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of our reasonable control. If such cancellation is necessary, we will inform you as soon as reasonably possible. If you have made any payments to us under Clause 4 (including, but not limited to the deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 7 calendar days of us informing you of the cancellation. Cancellations will be confirmed in writing.

4. Price and Payment

- 1. The cost of our services will be based on the price list in effect at the time you engage our services. If the listed price differs from our current rates, we will inform you before confirming your booking.
- 2. The price for one-off, deep cleans, or end-of-tenancy cleans will be quoted and agreed with you prior to the commencement of services.
- 3. If your service requirements change after the initial agreement, we reserve the right to amend the quotation accordingly.
- 4. We may update our pricing from time to time, including when the scope of services changes. In such cases, we will provide at least four (4) weeks' written notice. The revised pricing will apply after this notice period.
- 5. All prices include VAT, including any quotations given. Changes in VAT will not affect any prices where we have already received payment in full, from you.
- 6. For services such as deep cleaning, post-construction cleaning, or end-of-tenancy cleaning, a 50% deposit is required before work can begin. The remaining 50% balance will be due immediately upon completion of the service.
- 7. In certain circumstances, if your service is cancelled by us, your deposit will be refunded in full or in part. The amount due will be calculated based upon the price for the services, our price list, and the amount of work (if any) already undertaken by us. Please refer to Sub-Clauses 3.4 if your order is cancelled before the services begin, or to Clause 10 if the services are cancelled after they have begun.
- 8. In the event that payment for cleaning services is not received within 24 hours of said clean, then any cleaning agreement will be suspended until the outstanding amount is cleared.
- 9. We accept the following methods of payment:
 - 1 BACS (Bank Transfer/ Standing order)

- 2 Cheque
- 3 Cash
- 10. Payment for the services provided to regular customers will become due and payable immediately after the services have been provided, unless otherwise agreed in writing and by no later than within 24 hours of work being completed. Payment for services provided to a one- off customer, must be made prior to the service being provided, or at the immediate end of the service provided.
- 11. If you do not make payment to us by the due date agreed or as shown in/on the invoice we may charge you interest on the overdue sum at the rate of 3% per annum **above** the base lending rate of Barclays Bank plc from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgement. You must pay any interest due when paying an overdue sum.
- 12. In the event that we incur any bank charges as a result of your cheque being returned or an amount being unpaid, or in the event we engage a third party to recover any paid fees from you, we reserve the right to recover this from you.
- 13. The provisions of Sub-Clause 5.9 will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

5. Providing the Services

- 1. As required by law, we will provide the services with reasonable skill and care, consistent with best practices and standards in the cleaning services industry, and in accordance with any information provided by us about the services and about us.
- 2. Services will begin on the date confirmed in your welcome email or service confirmation.
- 3. We will continue to provide services for the agreed time period or until either party gives notice to end the contract, as outlined in Clause 10.
- 4. We will make every reasonable effort to complete the services on time (and in accordance with your order). We cannot, however, be held responsible for any delays if an event outside of our control occurs. Please see Clause 9 for events outside of our control.
- 5. If we require any information or action from you in order to provide the services, we will inform you of this as soon as is reasonably possible. To ensure we can deliver services effectively, you must:
 - Provide access to the property at the agreed time;
 - Supply any requested information (e.g. alarm codes, access arrangements) in advance;
 - Provide a safe, accessible, and workable environment.
- 6. If the information or action required of you under Sub-Clause 5.5 is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result. If additional work is required from us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on your part, we may charge you a reasonable additional sum for that work.
- 7. In certain circumstances, for example where there is a delay in you sending us information or taking action required under Clause 5.5, we may suspend the services (and will inform you of that suspension in writing).
- 8. In certain circumstances, for example where we encounter a technical problem, we may need to suspend the services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention, we will inform you in advance in writing before suspending the services.
- 9. If you do not pay us for the services as required by Clause 4, we may suspend the services until you have paid all outstanding sums due. If this happens, we will inform you in writing. This does not affect our right to charge you interest under Sub-Clause 4.11.

10. If you directly hire or pay a current or former HCS cleaner (within 2 years of their employment with us), you agree to pay HCS a recruitment fee of £2,000.

6. Customer Obligations

- 1. You must confirm your acceptance of the agreement within 7 days of placing your order.
- 2. Our services must be provided for a minimum of two (2) hours per visit.
- 3. You must ensure that the property where services will be delivered has hot and cold running water, electricity, and adequate lighting; Is safe and suitable for cleaning work; Is free from hazards that could pose a risk to health and safety. If the property is deemed unsafe, our staff are instructed to withdraw immediately, and the full service cost will still apply.
- 4. You must ensure that any cleaning materials and/or cleaning equipment you provide are safe to use, operate, in full working order and must not require any specialist skills to use. This must be agreed prior to your service to ensure adequate checks and risk assessments are completed.
- 5. Vacuum cleaners need to be in good working order, with good suction. Rechargeable vacuum cleaners are not suitable for the service we provide and will not be used by us.
- 6. You must (as far as is reasonably possible) ensure that any Irreplaceable or high-value items are stored away and not presented for cleaning by us.
- 7. Unless you notify us to the contrary, we will assume that all working surfaces such as marble, granite and limestone are fully sealed and able to be cleaned with the use of our cleaning products or other suitable cleaning products as provided by you.
- 8. You are responsible for ensuring you provide us with all relevant instructions for deactivating/activating any alarm systems, where we are required to enter or where our presence at your property may trigger an alarm. We will not be held responsible for triggering any alarm systems where you have not provided clear instructions.
- 9. For hygiene, insurance, and health and safety reasons, we do not clean:

Pet bedding, cages, litter trays, or enclosures;

Human or animal faeces or bodily fluids;

Dishes, cutlery, or laundry (washing, drying, or putting away);

Plants or plant containers;

External areas or items outside the premises — our insurance covers indoor work only.

- 10. If your property has a child's play-room, the floor space must be cleared and in a tidy order (where reasonably practical) prior to our service being provided in that room, or, you must allow extra time for us to do this for you and the time involved will become chargeable. The room will not be cleaned if it does not comply with this Clause and may be skipped during the visit.
- 11. If you require us to clean your coal, log, open fire or log burner. You will be responsible for providing a **metal** bucket and suitable dust-pan and brush for collection of the ashes. We will not be responsible for disposing of the ashes and so they will be left in a suitable place at the end of the service for you to dispose of.

7. Problems with the Service and Your Legal Rights

1. We always use reasonable efforts to ensure that our provision of the services is trouble-free. If, however, there is a problem with the services we request that you inform us as soon as is reasonably possible (you do not need to contact us in writing).

- 2. We will use reasonable efforts to remedy problems with the services as quickly as is reasonably possible and practical. If the issue is due to our error or that of our staff or contractors, we will correct it at no extra charge to you.
- 3. We will not charge you for remedying problems under this Clause 7 where the problems have been caused by us, any of our agents or employees or subcontractors or where nobody is at fault. If the issue is caused by inaccurate, incomplete, or missing information or instructions provided by you, we may charge a reasonable additional fee to rectify the problem (see Clause 5.5 and 6.3).
- 4. As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.
- 5. If we do not perform the services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the services are not performed in line with information that we have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if our breach concerns information about us that does not relate to the performance of the services), you have the right to a reduction in price.
- 6. If for any reason we are required to repeat the services in accordance with your legal rights, we will not charge you for the same and we will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full price and, where you have already made payment(s) to us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which we agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the services, You also have remedies if we use materials that are faulty or incorrectly described.

8. Our Liability

- 1. We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence (including that of our employees, agents or subcontractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the agreement is created. We will not be responsible for any loss or damage that is not foreseeable.
- 2. We provide services for domestic, commercial and private use. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 3. If we are providing services in your property and we cause any damage, you must notify us of such damage within 12 hours of us carrying out the service, or where the service is provided during a weekend you must notify us by 10.00am on the following Monday. We will resolve that damage at no additional cost to you. You must provide photographic and other such reasonable evidence to support your claim, as without this we are unable to make a claim under our insurance policy. In the event you are unable to provide evidence, then you will not be able to pursue a claim for damages. We are not responsible for any pre-existing faults or damage in or to your property that we may discover while providing the services.
- 4. We agree to provide absolute security for keys to your property/ies at all times. In the unlikely event of keys being misplaced/lost by us, we will make appropriate arrangements for replacement keys to be made at our expense.
- 5. Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 6. Nothing in these Terms and Conditions seeks to exclude or limit our liability for failing to perform the services with reasonable care and skill or in accordance with information provided by us about the services or about us.

- 7. We have in place a £1 million public liability insurance policy underwritten by a leading insurer. There is an excess of £250, and depending on the specific claim, you will be responsible for paying this excess.
- 8. A copy of our insurance liability documentation is available upon request, and you can request this via email from our email address.

9. Events Outside of Our Control (Force Majeure)

- 1. We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.
- 2. If any event described under this Clause 9 occurs that is likely to adversely affect our performance of any of our obligations under these Terms and Conditions:
 - 1. We will inform you as soon as is reasonably possible;
 - 2. Our obligations under these Terms and Conditions will be suspended and any time limits that we are bound by will be extended accordingly;
 - 3. We will inform you when the event outside of our control is over and provide details of any new dates, times or availability of services as necessary;
 - 4. If an event outside of our control occurs and you wish to cancel the agreement, you may do so in accordance with your right to cancel under Sub-Clause 10.3.3. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 calendar days of our acceptance of your cancellation notice;
 - 5. If the event outside of our control continues for more than 4 weeks, we will cancel the agreement in accordance with our right to cancel under Sub-Clause 10.6.3 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

10. Cancellation and Non-Delivery of Services

- 1. If you cancel with less than 24 hours' notice before a scheduled visit, you will be charged 100% of the service cost. If you cancel with 24–48 hours' notice, you will be charged 50% of the service cost.
- 2. If we've already started delivering regular services, you can cancel at any time by giving us 28 days' written notice. If you've paid for services in advance that haven't yet been delivered, we will refund those amounts within 14 calendar days of confirming your cancellation. If you owe payment for services already provided, we will deduct that from any refund or issue an invoice for the outstanding balance.
- 3. You may cancel the contract with immediate effect and without notice if:
 - 1. We commit a serious breach of the contract and fail to correct it within 14 days of your written notice.
 - 2. We enter into liquidation or have an administrator or receiver appointed over our assets.
 - 3. We are unable to provide the services due to an event outside of our control (as under Sub-Clause 9.2.4).
 - 4. We change these Terms and Conditions to your material disadvantage.

In these cases:

No 28-day notice is required.

You will receive a refund for any services paid for but not delivered, within 14 days.

- 4. We may cancel services at any time by giving you 14 days' written notice. If we do, you will receive a full refund for any services paid for but not delivered and any unpaid services already provided will be invoiced as usual (see Clause 4).
- 5. If any of the following occur, we may cancel the services and the agreement immediately by giving you written notice. We will not be required to give 14 days' notice in these circumstances:
 - 1. You fail to make a payment on time as required under Clause 4 (this does not affect our right to charge interest on overdue sums under Sub-Clause 4.11).
 - 2. You have breached the agreement in any material way and have failed to remedy that breach within 14 days of us asking you to do so in writing.
 - 3. We are unable to provide the services due to an event outside of our control (for a period longer than that in Sub-Clause 9.2.5).
- 6. We reserve the right to suspend the cleaning services in the following circumstances:
 - 1. You fail to pay any invoice within the specified period.
 - 2. You fail to return any required paperwork, documentation or information to us prior to the first cleaning visit.
- 7. For the purposes of this Clause 10 (and in particular, Sub-Clauses 10.3.1) a breach of the agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under Sub-Clause 10.3.1). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 8. If we are **unable to access your property** at the agreed time due to missing keys, locked doors, or other access issues that are your responsibility, you will be charged the **full price** for the missed visit.
- 9. In the event that a person engaged by us, who is usually in attendance at your property, is unable to provide the services for any reason (including, but not limited to, illness), we will agree with you to provide a substitute to carry out the services. However, if you do not wish a substitute to be provided, we will agree to an alternative date and time for the usual person to attend your property.
- 10. If you booked services over the phone or online (as a "distance contract" under the Consumer Contracts Regulations), you have a 14-day cooling-off period to cancel without penalty or if you ask us to begin services within the 14-day period, you waive your right to cancel once work begins.

11. Communication and Contact Details

- 1. You may contact us during office hours (Monday to Friday, 9:00am to 5:00pm), you may do so by telephone at HCS number or by email at HCS email address
- 2. In certain circumstances you must contact us in writing (when cancelling an order, for example, or exercising your right to cancel the services). When contacting us in writing you may also use the following methods:
 - 1. Contact us by phone or email
 - 2. Contact us by post

12. Complaints and Feedback

- 1. We value your feedback and are committed to resolving any issues promptly and fairly. We aim to deliver a consistently high standard of service. If you're happy, we'd love to hear from you and if there's a problem, we want the opportunity to put it right.
- 2. All complaints are handled in accordance with our complaints handling policy and procedure (HCS002), available from our head office.

- 3. If you wish to complain about any aspect of your dealings with us, including, but not limited to, these Terms and Conditions, the agreement, or the services, please contact us in one of the following ways:
 - 1. In writing
 - 2. By email
 - 3. By telephone

13. How We Use Your Personal Information (Data Protection)

- 1. We are committed to protecting your personal information and handling it responsibly, in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation (GDPR).
- 2. We may collect and store the following types of personal data:
 - 1. Name
 - 2. Address
 - 3. Contact details (phone number, email)
 - 4. Payment details (for invoicing and transactions)
 - 5. Details about your property relevant to the cleaning service
 - 6. Any special requirements or preferences you share with us
- 3. We use your personal information to:
 - 1. Provide and manage the cleaning services you've requested
 - 2. Communicate with you regarding your bookings, invoices, or service
 - 3. Process payments for services
 - 4. Respond to any queries or questions
 - 5. Inform you of updates to your services
- 4. We do not sell or share your information with third parties for marketing purposes. We may share your data with trusted service providers (e.g. software platforms we use to manage our operations), but only if necessary and under strict confidentiality, government bodies or regulators if legally required to do so and/ or credit reference agencies (only if you request to pay by credit and with your explicit consent).
- 5. You have the right to request a copy of the information we hold about you, ask us to correct inaccurate or outdated information, request deletion of your data where appropriate and/ or withdraw consent for marketing communications at any time. You can lodge a complaint with the Information Commissioner's Office (ICO) if you believe your data rights have been breached.
- 6. We take appropriate technical and organisational measures to protect your data from unauthorised access, loss, or misuse. We retain personal information only for as long as necessary to provide our services, to comply with legal, tax, or regulatory obligations and/ or to resolve disputes and enforce our agreements.

14. Consent for Photography/Filming

- 1. At times, HCS may take photographs or short video clips in the course of providing our services. These may be used for training, marketing, or promotional purposes.
- 2. Images or videos may be used in:
 - Marketing materials (e.g. leaflets, social media, website)
 - Training resources for internal staff development
 - Case studies or testimonials
- 3. These may appear in both print and digital formats, including online platforms where content can be viewed globally. Some overseas countries may not provide the same level of protection to the rights of individuals as the EU/UK legislation provides.

- 4. Some images or recordings may be kept permanently once they are published and be kept as an archive of HCS.
- HCS is committed to processing information in accordance with the General Data Protection Regulation (GDPR). The personal data collected on this form will be held securely and will only be used for administrative purposes.
- 6. Your Rights:
 - 1. Consent is always requested before any photographs or video recordings are taken. We make every effort to show you any photographs taken and share them before they are distributed.
 - 2. You have the right to request to see a copy of the information we hold about you and to request corrections or deletions of the information that is no longer required.
 - 3. You have the right to withdraw consent at any time. If you do, we will not use your images in future materials. However, we cannot remove content that has already been printed, published, or circulated.
- 4. If you have any questions relating to this consent form or the way we are planning to use your information please contact HCS.
- 5. By undergoing services provided by HCS, you have read and understand the conditions and consent to my images or videos being used as described above. Please contact HCS in writing if you would not like to give consent for photography/ filming. We will make a note on your client file and respect your preferences at all times

15. Other Important Terms

- 1. We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the agreement, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs, you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 2. You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the agreement, as applicable) without our express written permission.
- 3. The agreement is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 4. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 5. No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

16. Governing Law and Jurisdiction

- 1. These Terms and Conditions, the agreement, and the relationship between you and us (whether contractual or otherwise) shall be governed by and construed in accordance with English law.
- 2. Any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions, the agreement, or the relationship between you and us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

17. Pets

- 1. Pets must be secured in a separate room, crate, or designated area during our visit. This is to prevent accidental injury, reduce stress for the animal, and protect our staff and your property. This includes, but is not limited to, a crate or specific room for the duration of our visit.
- 2. If pets are not secured, the company cannot be held responsible for any incidents involving pets during the service. While our team will exercise caution to avoid any harm to pets, the company cannot be held liable for pets escaping or being harmed as a result of unsecured environments during cleaning.
- 3. Clients must inform HCS of aggressive, anxious, or unpredictable behaviour in your pet before our scheduled visit.
- 4. If a team member feels unsafe due to a pet's behaviour, they are instructed to leave the property, and the full service fee may still apply.
- 5. If pets are not secured and pose a safety or access concern, we reserve the right to cancel or postpone the visit. Cancellation fees may apply.
- 6. Please let us know if your pet has any sensitivities to cleaning products or if our team should take extra precautions. Likewise, please inform us of any products, allergies or restrictions that may affect how we provide service in pet-occupied areas.
- 7. Clients will be held responsible for any damage to cleaning equipment caused by pets during the visit. This includes, but is not limited to, chewed cables, soiled tools, or broken machinery. If a team member is injured by a pet, you may be liable for medical costs or damages, as permitted by law.