



Domestic Angels (UK) Ltd

15 Burleigh Road, Southbourne, Bournemouth, BH6 5DZ

Telephone 01202 267350

e-mail hello@domestic-angels.com www.domestic-angels.com

Terms and Conditions of Business at Domestic Angels®

This document formalises the relationship between Domestic Angels and our Clients. It has been designed to protect and help all parties. The legal wording and appearance in some places is unavoidable as strictly speaking this is a legal document. However, if there is any point you do not understand, please do not hesitate to contact the office for clarification.

Terms and Conditions of Business between

1. DOMESTIC ANGELS (UK) Ltd of 15 Burleigh Road, Southbourne (hereinafter referred to as "Domestic Angels", "We", "Us")
2. 'THE CLIENT' as defined in the Service Checklist (hereinafter referred to as "the Client", "You")

These Terms and Conditions of Business together with the Domestic Angels Health and Safety Requirements form the contract between You and Us. Please read these carefully. Your use of any service provided by Domestic Angels constitutes your acceptance of all such terms.

1. Definitions

- (a) 'Angel' ' means a person assigned by us to be responsible for attending Your home'
- (b) SC means the Service Checklist

2. Our responsibilities

- (a) We will assign an Angel to carry out domestic cleaning and other services and tend your home at the address specified ("the Service"). Your Angel will carry out the Service in the timeframe and on the day agreed with you in advance
- (b) In the SC you have indicated on which areas in particular you wish your Angel to focus. The tasks so specified in the SC are for guidance only, and Your Angel will aim to carry out as many of such tasks as is reasonable within the agreed time and all other circumstances
- (c) In the event of Your Angel being unavailable, we will make every effort to provide cover, but cannot guarantee it
- (d) If you are not happy with the standard of Service we will endeavour to successfully address your concerns. If Your Angel leaves or You

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continue to not be happy with the standard of Service, we will endeavour to find a replacement as soon as possible

3. Your Responsibilities

- (a) You are responsible for providing Us with all necessary information concerning Your requirements for the Service
- (b) You are responsible for ensuring that your Angel has sufficient and safe access to and within your home
- (c) You must comply with the Domestic Angels Health & Safety requirements
- (d) You are also responsible for supplying sufficient, safe and proper cleaning materials and equipment
- (e) We kindly ask that you refrain from smoking in your home while Angels are visiting

4. Payment

- (a) Unless otherwise specially agreed in writing, The Service is charged at our prevailing rates. Changes in rates will be notified to You by giving You seven days prior written notice. Unless otherwise agreed, we will invoice you weekly and all invoices are payable in full within seven days of the date of the invoice
- (b) You may make payments by cheque or internet transfer
- (c) In the event an invoice is overdue, we will reserve our right to charge you interest at the rate of 4% above the basic rate of Lloyds TSB plc per day from the date that the payment was due until payment is made in full
- (d) If payment is late, we reserve our rights to suspend the Services to You, terminate this contract and/or charge You for any costs and expenses incurred in recovering such payments

5. Complaints

- (a) Any complaints about the performance of Your Angel or otherwise must initially be made within 24 hours of the event and confirmed in writing within the following 2 working days. We will then take necessary action to investigate, reasonably consider the matter and take any remedial action without cost to You

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6. Disclaimer and limitation of liability

- (a) While we make every effort to handle your items with due skill and care, accidents do happen. We are covered by public liability insurance and replacements are always attempted but not guaranteed. For this reason we request that all irreplaceable items (whether monetarily or sentimentally valuable) be stored and/or not cleaned by our staff
- (b) We are not responsible for damage due to faulty and/or improper installation of any item. Your home and all of its interiors are assumed safe and ready for cleaning
- (c) Whilst we have taken reasonable steps to ensure the suitability of our staff to perform their jobs properly, we do not accept any liability for any act of dishonesty by Your Angel or any other member of our staff. In such an unfortunate event, we will co-operate fully with You and the police
- (d) We will not be liable for any indirect or consequential loss (including, but not limited to loss of profits and/ or reputation) and Our liability in aggregate under the contract or in tort will be limited to Our then prevailing public liability insurance cover
- (e) Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law

7. Cancellations and Termination

- (a) This contract may be terminated by either party by giving seven days prior written notice to the other
- (b) Either party may reasonably cancel or re-schedule subject to availability the service for any particular week
- (c) We reserve the right to charge a cancellation fee of up to 50% of the agreed price for the cancelled service, if less than 2 days notice of cancellation is given or in case of repetitive cancellations that are deemed unreasonable by Us at Our full discretion
- (d) On termination and following full settlement by You of all outstanding accounts with Us, We will return your keys to You
- (e) You may not without Our prior written agreement engage or employ any Angels supplied to You within 6 months from the termination of this contract. You shall be liable to Us in damages for any breach of this provision and in the event of any such breach of this provision

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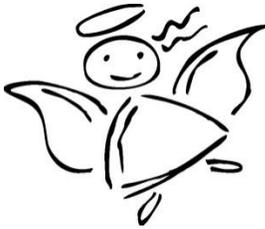
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You shall pay Us in liquidated damages a sum of £500, representing losses such as (but not limited to) loss of profits by US for the 6 month period and the cost of seeking a new employee. You acknowledge and agree that this provision is reasonable

8. Miscellaneous

- (a) This contract is not assignable by You
- (b) If any part of this contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall to the extent required be severed from this contract and shall not in any way affect the validity or enforcement of the remainder of this contract
- (c) This contract is governed by English law and is subject to the jurisdiction of English courts and both parties agree to the enforcement of a judgement of an English court in any jurisdiction

Please note Domestic Angels closes for business from 25th December until 1st January inclusive.



Health and Safety at Domestic Angels®

It is the objective of Domestic Angels that all clients, employees and others be protected, so far as is reasonably practical from risks to health and safety arising from work activities. This statement of policy will be reviewed and revised as appropriate, to take account of changes in circumstances or in legal requirements.

Safe Environment

As a client of Domestic Angels I/we:

1. Accept that in an emergency my assigned Angel will dial 999
2. Will ensure that all exits at my property are clear and useable
3. Understand that **Hazard** means something that can cause harm. **Risk** is the chance, high or low, that somebody will be harmed by the hazard. If either a risk or hazard is identified in my home and Domestic Angels

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requires that action is taken within an agreed timeframe then I will comply with this agreed request

4. Will comply with the Reporting of Injuries, diseases and dangerous occurrences regulations (RIDDOR) 1995 will notify the Domestic Angels office of any incidents at my property which could result in an employee's absence at work
5. Will ensure that a full contents insurance policy is in force for the property being serviced
6. Will report immediately to the Domestic Angels office if I/we feel bullied or intimidated by a member of staff
7. Understand that clients are required to behave well and respectfully towards all Domestic Angels staff members. Staff are contracted to notify the office immediately of any unacceptable situations including bullying and harassment which will be dealt with in an appropriate manner

Safe Working

As a client of Domestic Angels I/we:

1. Will provide a carrying device/bucket specifically for moving cleaning products around the property
2. Will ensure that all cleaning products supplied will be in their original containers with all guidelines, hazard and safety instructions clearly visible. Domestic Angels cannot accept liability for any cleaning equipment not supplied by ourselves, as risk assessments, and staff training, will not have been undertaken. Clients should ensure that any electrical equipment supplied has full instructions, is fit for its intended use and is maintained in accordance with the manufacturer's instructions
3. Will ensure that all electric sockets and plugs are in good condition
4. Understand that the maximum lifting weight for females is 15kg (Dyson is 10kg) and that where a member of staff is uncomfortable with moving a heavy item they will request help from you as a client ie turning a mattress
5. Will provide training for staff if equipment supplied for use is new or unknown

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