

STARLET CLEANING LIMITED TERMS AND CONDITIONS

ONE-OFF CLEANS

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the services (**Services**) listed on our website www.starletcleaning.co.uk (**our site**) to you. Please read these terms and conditions carefully before ordering any Services from our site. You should understand that by ordering any of our Services, you agree to be bound by these terms and conditions.

AGREED TERMS

1. INFORMATION ABOUT US

1.1 www.starletcleaning.co.uk is a site operated by Starlet Cleaning Limited (**we/us**). We are registered in England and Wales under company number 06946782 and with our registered office at 60 A Regency Street, London SW1P 4AW. Our main trading address is 60 A Regency Street, London SW1P 4AW. Our VAT number is 996418170

2. INTERPRETATION

2.1 The definitions in this clause apply to these Terms:

Force Majeure Event: shall have the meaning given in clause 9.

Minimum Charge: the charge payable as set out on the Order Confirmation.

Order: your order for the Services to include all details required in accordance with clause 5.1 and as confirmed in the Order Confirmation

Order Confirmation: written confirmation of your Order provided by us.

Services: the services that we are providing to you as set out in the Order Confirmation.

Terms: the terms and conditions set out in this document.

Writing or written: includes faxes and e-mail.

2.2 Headings do not affect the interpretation of these Terms.

3. BASIS OF SALE

3.1 We consider these Terms, the Order and the Order Confirmation to set out the whole agreement between you and us for the supply of the Services. These Terms only apply to our contracts with consumers.

3.2 Please check that the details in these Terms and on the Order Confirmation are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.

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- 3.3 Please ensure that you read and understand these Terms before you sign, where indicated on the final page of these Terms, and return a copy of them to us because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 3.6.
- 3.4 If any of these Terms are inconsistent with any term of the Order Confirmation, the Order Confirmation shall prevail.
- 3.5 The Order is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.
- 3.6 These Terms shall become binding on you and us when we issue you with an Order Confirmation at which point a contract shall come into existence between us.
- 3.7 You may, within seven calendar days of placing an Order, amend or cancel an Order by providing us with written notice. If you amend or cancel an Order, your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Order until we receive your amendment or cancellation. However, where the amendment or cancellation is due to our failure to comply with these Terms you shall have no liability to us for it.
- 3.8 We have the right to revise and amend these Terms from time to time. You will be subject to the policies and terms in force at the time that you order the Services from us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to orders you have previously placed that we have not yet fulfilled.

4. QUALITY OF SERVICES

- 4.1 Unless we are prevented from doing so by a Force Majeure Event, we will provide Services which:
- (a) conform in all material respects with their description;
 - (b) are carried out with reasonable care and skill;
 - (c) comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.
- 4.2 This warranty is in addition to your legal rights in relation to Services which are not carried out with reasonable skill and care or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 4.3 You must provide us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with these Terms; please see clause 5 which set out your obligations.

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- 4.4 If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Order by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required; please see clause 5 which set out your obligations.
- 4.5 We only supply the Services for domestic and private use, and you agree not to use the Services for any commercial purpose.
- 4.6 We reserve the right to sub-contract any or all of the Services.

5. YOUR OBLIGATIONS

- 5.1 When placing the Order you shall:-
- (a) provide us with a complete list of tasks required to form the complete Services;
 - (b) provide us with a description of your property to include the number of bedrooms, bathrooms, etc.
- 5.2 You shall ensure that our cleaners have access to hot water and electrical supply.
- 5.3 You shall ensure that all valuable, fragile and breakable items are removed or secured on the day the Services are provided.
- 5.4 Where your Order includes the cleaning of fridges, freezers, kitchen cupboards and/or ovens all fridges and freezers must be thoroughly defrosted prior to the date of the cleaning; kitchen cupboards must be emptied and ovens must be in a condition that will enable thorough cleaning with standard chemical products.
- 5.5 You shall ensure that access to your property is available either by providing a set of keys in advance of the date of cleaning or by ensuring someone is at the property on the day of the clean. In the event of our cleaners being unable to obtain access to the property due to lack of keys, lockout or no one being present you will be subject to the Minimum Charge.
- 5.6 Should you wish to cancel the booking you must give us at least 48 hours written notice prior to the scheduled date of the clean. Failure to provide such notice will result in you being charged the Minimum Charge.
- 5.7 You shall be liable to pay us, on demand, all reasonable costs, charges or losses sustained or incurred by you (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from your fraud, negligence, failure to perform or delay in the

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performance of any of your obligations under the Terms, subject to the us confirming such costs, charges and losses to you in writing.

5.8 You shall not, without the prior written consent of us, at any time from the date of the Contract to the expiry of six months after completion of the Services, solicit or entice away from us or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of us in the provision of the Services.

5.9 Any consent given by us in accordance with condition 5.8 shall be subject to you paying to us a reasonable fee.

6. PROVISION OF SERVICES

6.1 We will supply the Services to you from the date set out in the Order Confirmation.

6.2 We will make every effort to complete the Services on time but there may be delays due to circumstances beyond our control. In this case we will complete the Services as soon as reasonably possible.

7. COMPLETION OF THE SERVICES

We require that you are present at the end of the cleaning in order that you can inspect the Services and sign off the work as completed to your satisfaction. In the event that you are not present the Services will be treated as accepted by you.

8. PRICE AND PAYMENT

8.1 The price of the Services will be as set out in the Order Confirmation.

8.2 The price of the Services is based upon the information you provide in your Order. It is essential that you are present at the beginning of the cleaning to meet with our cleaning team manager who will inspect the premises and the work required. If the cleaning team manager feels that the work required is as set out in the Order the Services will be provided for the price as set out in the Order Confirmation. In the event that the cleaning team manager feels that the work required will be more than the price as set out the Order Confirmation based on the information provided by you in the Order you will be provided with a revised price. You will have the right not to proceed with the Order based on the revised price, however, you will be charged the Minimum Charge for the cleaning team's attendance at the inspection. If you choose to proceed you will be asked to sign a further set of Terms.

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- 8.3 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 8.4 We will invoice you for the Services on the day they are provided. You must pay the invoice in cleared monies within seven calendar days of the date of the invoice by direct bank transfer, standing order, cash or cheque.
- 8.5 If you do not make any payment due to us by the due date for payment (as set out in *clause 8.4*), we will refer your outstanding invoice to Daniels Silverman Limited and will be subject to a surcharge of between 15% and 20% plus VAT to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be your responsibility and will be legally enforceable.
- 8.6 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of the Services or any other outstanding Order until you have paid the outstanding amounts.
- 8.7 *Clause 8.5* and *clause 8.6* shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received the invoice that you dispute it.

9. LIMITATION OF LIABILITY

- 9.1 Subject to *clause 9.2*, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these Terms.
- 9.2 Neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories:
- (a) loss of income or revenue;
 - (b) loss of business;
 - (c) loss of anticipated savings; or
 - (d) loss of data.
- 9.3 We will not be held liable for any of the following:-
- (a) wear or discolouring of fabric becoming more visible once dirt has been removed;
 - (b) existing damage or spillage that cannot be removed or cleaned or removed completely using normal cleaning methods. We do not guarantee removal of permanent stains;

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- (c) damage to wood floors where protection or felt pads have not been fixed to legs of furniture;
 - (d) the Services not being completed in accordance with clause 4.1 due to a third party entering or being present at your property whilst we are performing the Services.

- 9.4 Any claim brought by you can only be done in the event that such claim is not covered under your home insurance, however, we will not be held liable for any damage caused save for malicious damage.

- 9.5 In the event that keys provided by you are lost we will be only be liable up to a maximum fee of £30.00 for a replacement set/locksmith fees.

- 9.6 This clause does not include or limit in any way our liability for:
 - (a) death or personal injury caused by our negligence; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
 - (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

10. EVENTS OUTSIDE OUR CONTROL

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).

- 10.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
 - (a) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
 - (b) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
 - (c) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
 - (d) impossibility of the use of public or private telecommunications networks.

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- 10.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

11. TERMINATION

- 11.1 Either of us may terminate the arrangement between us at any time by providing the other party with 48 hours' prior notice in writing save as in accordance with clause 8.2.
- 11.2 Termination will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms

12. ASSIGNMENT

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

13. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This conditions does not affect your statutory rights.

14. NOTICES

All notices sent by you to us must be sent to Starlet Cleaning Limited 60A Regency Street, London SW1P 4AW or contact@starletcleaning.co.uk . We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

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15. DATA PROTECTION

- 15.1 We will only use the personal information you provide to us to provide the Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.

16. GENERAL

- 16.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 16.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 16.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 16.4 These Terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts. We do not accept orders from addresses outside the Greater London area.