

AGENCY TERMS OF AGREEMENT (CLEANER)

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OVERLEAF.

This agreement only becomes binding on the Agency when it has been signed by a duly authorised signatory of the Agency.

Selclene (St. Albans Ltd)
2 Wellington Road
London Colney, Herts, AL2 1EY
Contact:
Telephone: 01727 828877

YOUR PERSONAL DETAILS

Title:.....
 First Name:.....
 SURNAME:.....
 ADDRESS:.....

Postcode.....
 Tel (Home).....
 Tel (Mobile).....

NEXT OF KIN DETAILS

Title:.....
 First Name:.....
 SURNAME:.....
 ADDRESS:.....

Postcode.....
 Tel (Home).....
 Tel (Mobile).....

GC BEFORE	☐	Date of Birth / /	Two written references	☐
I BEFORE	☐	SOURCE	Passport + N.O.K.	☐
ANSWER PHONE	☐	AREAS	Bill to home address	☐
INS PAID	☐	INTERVIEWER	One passport size photograph	☐

GENERAL NOTES

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I/we hereby agree that this Agreement, subject to the terms and conditions overleaf, shall continue for a minimum period of one month and continue indefinitely thereafter unless I/we cancel in writing by giving one month's notice in accordance with the terms and conditions overleaf.

Signed by:

 The Cleaner

Signed by:

 Authorised signatory of the Agency

Dated theday of.....20.....

Dated theday of.....20.....

STATEMENT OF TERMS AND CONDITIONS (AGENCY AND CLEANER)

These are the sole terms of business of SelClen St Albans (the "Agency") and shall govern all transactions between the Agency and the domestic cleaner seeking work through the Agency (the "Cleaner") save as otherwise expressly agreed in writing by the Agency. These terms and conditions of business apply in preference to and supersede any terms and conditions referred to, offered to or relied on by the Cleaner whether in negotiations or at any stage in the dealings between the Agency and the Cleaner in respect of the service supplied by the Agency to the Cleaner as specified in this Agreement (the "Service")

1 PROVISION OF THE SERVICE

In consideration of the obligations undertaken by the Cleaner pursuant to this Agreement the Agency will use its reasonable endeavours to assist the Cleaner in securing employment with persons ("Clients") seeking assistance with interior domestic cleaning and ironing and will use its reasonable endeavours to allocate work to the Cleaner by helping the Cleaner to arrange interviews with Clients

2 OBLIGATIONS OF THE AGENCY

- 2.1 The Agency will use its reasonable endeavours to provide the Service and to obtain from the Cleaner information about his or her suitability to be put forward by the Agency for interview by Clients and the Client may select the Cleaner whom the Client would then employ directly to carry out interior domestic cleaning and ironing
- 2.2 The Agency will use its reasonable endeavours to provide a worker co-ordinator who will reply promptly to any queries of the Cleaner and assist in arranging interviews between the Cleaner and a Client
- 2.3 The Agency will make available to the Client any Cleaner's references on request provided the Cleaner is to be or has been interviewed by the Client

3 OBLIGATIONS OF THE CLEANER

- 3.1 The Cleaner must deposit with the Agency in a form approved by the Agency the following particulars:
 - 3.1.1 proof of identity
 - 3.1.2 two written references
 - 3.1.3 one passport size photograph: and
 - 3.1.4 a home telephone contact number
 - 3.1.5 proof of address
 - 3.1.6 either a completed P45, P46 or proof of self-employment
- 3.2 The Cleaner will contract directly with the Client and whether as an employee the Client or on a self-employed basis will in performing general cleaning duties take full responsibility for personal tax and financial affairs and will not hold himself or herself out as either an employee or an agent of the Agency
- 3.3 The Cleaner will promptly contact the Client to arrange an interview (and will notify the Agency within 24 hours if the Cleaner cannot contact the Client or the time and date of interview). The Cleaner will use his or her best endeavours to attend any interview arranged by the Agency with a Client and will give both the personal co-ordinator at the Agency and the Client at least 24 hours' notice of cancellation should he/she need to cancel any arranged interview or to cancel or rearrange any job he/she has arranged to attend. Immediately following interview the Cleaner must contact the Agency to advise whether or not the Client has agreed to take on the Cleaner and, if so, the start date, days, times and hours and other terms agreed
- 3.4 The Cleaner is responsible for obtaining a Key Security Deposit for the amount specified on the Key Security Deposit Form from the Cleaner but should this not be obtained the Cleaner remains liable to the Client for any loss suffered by The Client if the Cleaner does not return any keys belonging to the Client on request including the cost of a replacement set of locks
- 3.5 The Cleaner is responsible for managing the days and times of cleaning with the Client but must notify the Agency of these as well as any changes that are subsequently made to such days and times
- 3.6 Should the Cleaner cancel interviews, appointments or jobs with a Client by giving less than 24 hour's notice a sum of £5 (or such other sum as might be notified to the Cleaner by the Agency from time to time) will be payable to the Client to compensate for the inconvenience caused by such cancellation
- 3.7 The Cleaner must give to both the Agency and the Client at least one week's prior notice of any holiday required and must notify both the Agency and the Client immediately of any sickness preventing work
- 3.8 Should the Cleaner require time off for the reasons set out in Clause 3.7 above then the Cleaner must enquire of the Client whether a temporary replacement is required and notify the Agency immediately of the Client's decision
- 3.9 At all times the Cleaner must:
 - 3.9.1 carry out his/her duties in accordance with the task sheet provided by the Client; and
 - 3.9.2 follow the strict rules on safety precautions and other matters contained in the Cleaner's booklet provided by the Agency to the Cleaner

4 PAYMENT

- 4.1 The Agency is not liable to pay to the Cleaner any remuneration but will recommend the hourly rate and travelling expenses to be paid to the Cleaner by the Client. The Client will if the Cleaner is employed by the Client be responsible for the Cleaner's PAYE and (if appropriate) NI Contributions
- 4.2 The hourly rate may be varied by individual agreement between the Client and the Cleaner provided the Agency is notified within 48 hours of any such variation
- 4.3 The Client is responsible for paying the Cleaner in cash (or as otherwise agreed in writing by the Client and the Cleaner) weekly in arrears at the agreed hourly rate together with any travel costs if agreed to be an additional payment to be made by the Client to the Cleaner
- 4.4 The Client and the Cleaner shall use a Worker's Earnings Receipt Form in the form (as amended from time to time) supplied by the Agency
- 4.5 For tax purposes, the Client shall for a period of not less than six years keep copies of all Worker's Earnings Receipt Forms in respect of all cleaners employed by the Client and shall provide the Agency with copies upon request

5 INSURANCE

- 5.1 As a benefit to the Client each Cleaner employed by the Client through the Agency will be covered by an insurance policy which includes public liability cover providing for a maximum payment of £1,000,000 in the event of damage to or loss of the Client's property provided that this damage or loss is caused by the negligence or omission of the Cleaner
- 5.2 The insurance policy will only cover loss or damage to property if and to the extent that the loss or damage is of a value in excess of £100. Neither the Agency nor its insurers will accept liability for any claims under £100 which are hereby excluded. Where any claim is of a value in excess of £100 the Client shall be liable to pay the first £100 of any such claim. The insurance policy does not cover loss or damage caused by bleach or any substances containing bleach
- 5.3 The Agency will not arrange for the insurance referred to in this clause if the Agency fee has not been paid by the Client in accordance with the terms and conditions of the relevant agreement between the Agency and the Client
- 5.4 An insurance policy taken out by the Client may void the insurance policy referred to in this clause in which event all damage and loss will only be recoverable under any policy of the Client

6 EXCLUSION OF LIABILITY

- 6.1 The Agency hereby accepts liability in the event of death or injury to any person arising out of the negligence of the Agency, its employees or agents or any Cleaner supplied by the Agency
- 6.2 To the extent permitted by law and subject to the provisions of clause 6.1 the Agency hereby excludes liability for any loss or damage whatsoever to the Cleaner or any goods or property of the Cleaner arising in any way whatsoever including breach of contract, breach of any statutory provisions or implied terms and/or as a result of the negligence of the Agency its employees or agents or any Cleaner supplied by the Agency
- 6.3 The Agency shall not be liable in any event for any consequential, indirect or special losses suffered by the Cleaner arising in any way whatsoever including without limitation to the generality of the foregoing from breach of contract or in tort or as a result of the negligence of the Agency or its employees or agents and including without limitation any loss of income, loss of profit, loss of interest or opportunity
- 6.4 The Agency shall not be liable in any circumstances for any consequential, indirect or special losses included by the Cleaner as a result of any failure of a Client to comply with his or her contractual obligations for whatever reason notwithstanding that such a Client may have been introduced or recommended by the Agency to the Cleaner
- 6.5 The Agency shall not be liable for any failure of or delay in, performance of any contract or part thereof in pursuance of these terms and conditions which is due wholly or partially to the imposition, application or enactment of any law or statutory regulation (whether of the United Kingdom or elsewhere) by any competent authority, strikes, lock-outs, an act of God or natural disaster or other cause or occurrence reasonably beyond the control of the Agency
- 6.6 All warranties in respect of the Service whether implied by statute or common law, made expressly or otherwise are hereby excluded to the extent permitted by law. Furthermore, to the extent permitted by law, the Agency does not guarantee the Service or the performance thereof in any way whatsoever
- 6.7 The Agency shall not be required to perform or complete the performance nor shall it incur any liability for failure to carry out the terms of this Agreement if at the relevant time the Cleaner is in breach of any obligation to the Agency under any other contract for the supply of goods or services to the Cleaner by the Agency. The Agency shall have a reasonable time after such a breach is remedied to carry out its obligations hereunder. If such a breach is not remedied within a reasonable time the Agency shall have the right on giving reasonable notice to the Cleaner to terminate this Agreement and shall have the same redress against the Cleaner as if there had been a breach by the Cleaner of a term of this Agreement enabling the Agency to rescind it
- 6.8 The Agency is not responsible for failure of any Cleaner to return keys or any loss of whatever nature that may arise as a result. The Cleaner shall be liable therefore in accordance with Clause 3.4 above unless the Cleaner is employed by the Agency in which event the Agency shall be liable subject to the provisions of this Clause 6 but the Cleaner shall fully indemnify the Agency in respect of any loss the Agency suffers as a result
- 6.9 Without prejudice to the foregoing provisions of this Clause 6 the Agency shall not be liable for any loss or damage caused by or resulting from bleach or any substances containing bleach, howsoever arising

7 TERMINATION

- 7.1 Either party may terminate this Agreement only by giving not less than one month's notice in writing to the other party
- 7.2 The Cleaner hereby covenants with the Agency that for the duration of this Agreement and for a period of 6 months thereafter (the "Restricted Period") he or she shall not within the Agency's nominated UK postal districts carry on or be concerned or engaged or interested directly or indirectly and whether as principal employee, agent, consultant or otherwise in any way many business competing with the trade or business of the Agency as carried on at the date of termination of this Agreement
- 7.3 The Cleaner hereby covenants with the Agency that for the Restricted Period he shall not on behalf of himself or any other person, firm or company in which he is directly or indirectly engaged or interested knowingly solicit, interfere with or endeavour to entice away from the Agency any person who is at the date of such termination an employee of the Agency or Cleaner whose details appear on the Agency's database
- 7.4 For the duration of this Agreement and a period of 6 months after termination the Cleaner shall not work for any Client or Clients of the Agency who have used the services of the Agency and the Cleaner at any stage during a 6 month period prior to the date of termination of this Agreement
- 7.5 The restrictions contained in Sub-Clauses 7.2 to 7.4 inclusive are separate and distinct and each is to be construed separately from every other restriction contained in those sub-clauses
- 7.6 The restrictions contained in Sub-Clauses 7.2 to 7.4 inclusive are considered reasonable by the parties but in the event that any such restrictions shall be found to be void but would be valid if some part thereof were deleted or the scope or period reduced, such restrictions shall apply with such modification as may be necessary to make it valid and effective

8 GENERAL

- 8.1 This Agreement is the entire agreement between the Agency and the Cleaner in respect of the Services and no variation of this Agreement shall be effective unless made in writing and signed by the Cleaner and the Agency. This Agreement replaces any relevant existing agreement between the Cleaner and the Agency
- 8.2 If any provision of this Agreement 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 Agreement shall remain in force and effect notwithstanding any such invalidity, illegality or unenforceability but the provision in question will either be amended so as to make it valid, legal and enforceable or, in the event that this is not possible, deleted
- 8.3 No delay or failure on the part of the Agency to exercise or enforce any rights or remedies pursuant to the terms of this Agreement shall constitute a waiver of such rights or operate to prejudice the exercise of any such rights at any time thereafter
- 8.4 Any headings to clauses or sub-clauses are for convenience only and shall not affect the interpretation or construction thereof
- 8.5 These terms and conditions shall be construed in accordance with and governed by British law and subject to the jurisdiction of the British courts