

# DAILY POPPINS TERMS & CONDITIONS

## 1. THESE TERMS

All contracts for Daily Poppins services are made on these terms and conditions only to the exclusion of any other terms and conditions, whether written or oral. No alteration to these terms and conditions is valid unless contained in a letter signed on behalf of Daily Poppins by an authorised signatory.

## 2. PRICING & PAYMENT TERMS

All prices for our services are as per your booking request in our "book on line page", but are subject to change. Customers will be given 30 days notice of any price changes.

All customers may pay by credit card, debit card, or cheque. For regular cleans – payment must be made to Daily Poppins one service in advance. For one-off cleans – your credit/debit card provided at the time of booking will be charged on or around the day of service.

Two price levels are given, based on a regular clean of four consecutive cleans; or a one-off clean. These are mentioned below.

## 3. CANCELLATION/NON DELIVERY OF SERVICES

### Customer Cancellation/Non Attendance

Regular Clean Cancellation. Regular cleaning prices are set lower than One Off Cleaning prices on the basis that at least four cleans will be provided. If the service is cancelled before four cleans have taken place, those cleans which have taken place will be charged at the full One Off Cleaning rate. After 4 cleans have taken place, cancellations of further cleans will be charged at 100% where less than 3 working days notice is given.

One-Off Clean Cancellation. For cancellations we require a minimum of 3 working days notice to avoid a full service charge. If Daily Poppins is unable to gain access to the property, as a result of customer failure to make reasonable arrangements for access, Daily Poppins will charge the full cancellation fee.

### Daily Poppins Cancellation/Non Attendance

Daily Poppins will not be liable for any delay to or cancellation of the services caused by circumstances beyond our control (including but not limited to fire, flood, strike, exceptional traffic circumstances, lack of adequate power or breakage or failure of machinery or apparatus). In such circumstances Daily Poppins will use its best endeavours to arrange an alternative time suitable to both parties for the performance of its services. Where Daily Poppins fails to carry out an agreed service due to circumstances within our control, our liability shall be limited to providing the agreed service at no additional charge at a mutually convenient alternative time and in no event shall Daily Poppins be liable for any other losses including loss of profit or consequential loss.

### Consumer Protection (Distance Selling) Regulations 2000

Where a booking constitutes a distance contract pursuant to the Consumer Protection (Distance Selling) Regulations 2000, you will have the right to cancel the contract within 7 days of the formation of the contract, but you will not have the right to cancel the contract where Daily Poppins have commenced the cleaning services.

## 4. WORKING CONDITIONS

### Health & Safety

In order to protect our employees, they are instructed not to enter an environment they consider to be unsafe, dangerous to health, or inoperable for any reason, but are instructed to withdraw from the premises and to report the problem. In this event the customer will be charged 100% of the cost of the clean. If the cleaning is rescheduled (after the environment has been rendered safe), the customer will be charged a fee equivalent to 50% of the cost of the original clean together with the cost of the rescheduled clean.

### Equal Opportunities

Daily Poppins is an Equal Opportunities Employer. We recruit our employees on the basis of their ability to do the job and aim to ensure that all employees are treated equally regardless of ethnic origin, religion, sex, age, marital status, nationality, sexual orientation or disability.

## 5. USE OF CUSTOMERS' EQUIPMENT

Our staff are strictly instructed not to use any of your personal equipment while in your home. However if you request for our staff to use your equipment Daily Poppins shall not be liable for any loss or damage as a result

## 6. LIABILITY

### Key holding

Daily Poppins undertakes to provide absolute security for your keys at all times. In the unlikely event of any keys being lost by Daily Poppins, we will make appropriate arrangements as soon as reasonably possible. Daily Poppins shall not be liable for any loss or damage as a result of a delay caused by you.

### Liability for death or personal injury

Nothing in this contract shall limit or exclude Daily Poppins liability for death or personal injury caused by negligence.

### Liability for customers property

We cannot accept responsibility for fading of or damage to wallpaper or painted surfaces or to carpets soft furnishings or leather furniture if specifically asked to clean them. Nor can we accept responsibility for damage to wooden floors if we are asked to clean with a wet mop.

## 7. COMPLAINTS

In the event of you being dissatisfied with the service you have received from Daily Poppins, you should contact your local Daily Poppins office within 24 hours. Daily Poppins will endeavour to ensure that all your concerns and complaints are resolved quickly and amicably.

## 8. COMPENSATION

Damage to/ Loss of Property. In the event of damage or loss as a result of negligence, the liability of Daily Poppins shall be limited (at Daily Poppins discretion) to repair or the replacement cost of the item, taking into account its age and condition. Daily Poppins shall not in any event be liable for any loss of profit or consequential loss.

### Claiming Compensation

Any claim for compensation must be notified to your local office as soon as possible and in any event within 24hrs of the damage occurring.

## 9. USE OF CUSTOMER INFORMATION

The information you give will be held and used by Daily Poppins to perform the business for which we are registered. This may include sending you details of Daily Poppins offers and services that may be of interest to you.

## 10. EMPLOYMENT OF OUR STAFF BY THE CUSTOMER

You agree that you will not employ or engage any of our staff to clean or engage in any home related services for you within twelve months of the last time that member of staff cleaned for you. If you breach this undertaking you recognise that this will cause us loss and as such you agree to pay us a referral fee for that staff member of £1750 which we both recognise as a genuine measure of our loss of profit and the cost of finding and training their replacement.

## 11. GOVERNING LAW

This Agreement shall be subject to English law and to the non-exclusive jurisdiction of the English courts.