

TERMS & CONDITIONS

1. DEFINITIONS

In these Terms and Conditions:

"Housework" describes Smarter Homes Home Cleaning

"Housework Regular Customer" means a Housework customer who has booked a minimum of four cleans

"Housework One-Off Customer" means a Housework customer who has booked between one and three cleans

"Booking" means the use of one of our services on one particular occasion.

2. APPLICATIONS

All Bookings for Smarter Homes 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 the Terms and Conditions is valid unless contained in a letter signed on behalf of the company by an authorised signatory.

3. PRICING & PAYMENT TERMS

3a. Price Changes/VAT

All prices are subject to change and exclusive of VAT. Existing customers will be given 28 days notice of any price changes.

3b. Payment method

Housework Regular Clean and Housework One-Off Clean customers may pay by credit card or debit card.

3c. Minimum charges

| | |
|---------------------------|---------|
| Housework Regular Clean - | £42.50 |
| Housework One-Off Clean - | £125.00 |

3d. Payment timing

Payment must be made to Smarter Homes on completion of the service

4. CANCELLATION /NON DELIVERY OF SERVICES

4a. Customer Cancellation/Non Attendance

Housework Regular Clean Cancellation. Housework 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 Housework One Off Cleaning rate. After 4 cleans have taken place, cancellations of further cleans will be charged at 100% where less than 24 hours notice is given, and 50% where between 24 and 48 hours notice is given.

Housework One-Off Clean Cancellation. For cancellations within 24hours, 100% fee will be charged. For cancellations between 24 hours and 48 hours notice, 50% will be charged. If Smarter Homes is unable to gain access to the property, as a result of customer failure to make reasonable arrangements for access, Smarter Homes will charge the full cancellation fee.

4b. Smarter Homes Cancellation/Non Attendance

Smarter Homes 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 Smarter Homes will use its best endeavors to arrange an alternative time suitable to both parties for the performance of its services. Where Smarter Homes 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 Smarter Homes be liable for any other losses including loss of profit or consequential loss.

4c. 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 the performance of the Housework has commenced.

5. WORKING CONDITIONS

5a. 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 Booking. If the Housework 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 Booking.

5b. Equal Opportunities

Smarter Homes Services Ltd 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.

6. USE OF CUSTOMERS' EQUIPMENT

Our staff are strictly instructed not to use any of your personal equipment while in your home. You agree to permit staff members to use the telephone ONLY to call the Customer Service team on a local number if necessary.

7. LIABILITY

7a. Key holding

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

7b. Liability for death or personal injury

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

8. COMPLAINTS

In the event of you being dissatisfied with the service you have received from Smarter Homes, you should contact the Smarter Homes Customer Service team within 48 hours. Smarter Homes will endeavor to ensure that all your concerns and complaints are resolved quickly and amicably with our Customer Service team.

9. COMPENSATION

9a. Housework

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

9b. Claiming Compensation

Any claim for compensation must be notified to the Customer Service team as soon as possible and in any event within 4 days of the damage occurring.

10. USE OF CUSTOMER INFORMATION

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