



PROPERTY SERVICES

TERMS AND CONDITIONS

1. Definitions

1.1. In these Terms of Business the following definitions apply:

“The Company”, “We”, “Us” - means MM Property Services London Ltd, registered in England and Wales No. 11387754, registered address 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ

“Cleaner” - means the person or firm carrying out cleaning services on behalf of the Company.

“Client” - means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the cleaning services are supplied by the Company.

“Service” - means the cleaning services carried out on behalf of the Company.

“Cleaning Visit” - means the visit to the Client’s service address by the Cleaner in order to carry out the Service.

1.2. Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The Headings contained in these Terms are for convenience only and do not affect their interpretation.

2. Contract

2.1 These Terms and Conditions represent a contract between MM Property Services Ltd and the Client.

2.2 The Client agrees that any use of the Company’s services, including placing an order for services by telephone, fax, email, website forms shall constitute the Client’s acceptance of these Terms and Conditions.

2.3 Unless otherwise agreed in writing by a director of the Company, these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.4 No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the Company.

3. Cost

3.1. Clients are charged from £16.00 per hour for weekly services and from £18 per hour for fortnightly services. Minimum 3 hours per service. The payment should be given to the cleaner after the cleaning has been done unless agreed otherwise. Late payment to bank account is charged at £20 per paying period.

5. Equipment

5.1. Cleaning materials (detergents, solutions, towels, cloths, gloves) and equipment (vacuum cleaner, iron, ironing board, mop, brush and broom etc.) must be provided by the Client. All equipment must be safe to operate, in full working order and must not require any special skills to be used for the purpose of cleaning.

5.2. If the Client has equipment that is complicated to operate, the Client must provide clear and detailed instructions to the Cleaner.

5.3. If the Client does not have cleaning materials or value on utility and laundry cards, and Client asks the Company/company operative to purchase said items on their behalf, the Client understands that a £5.00 service charge will apply and will be added to the cleaning materials bill.

5.4. If the Client requires use of our equipment and cleaning materials there will be a one off charge of £40.00 and £2.00 will be added to the hourly rate.

5.5. A detailed list of cleaning specifications (cleaning tasks) must be provided by the Client to the cleaning operatives prior to service commencing. If only verbal description of the tasks has been provided, the Company shall not be responsible for any tasks not carried out.

6. Payment

6.1 Payments for regular cleaning service is made to the cleaner at the end of the cleaning session in cash or to the company account on the day of the clean. Late payments are charged at £20 per paying period.

6.2 One off cleaning service requires a deposit payable to the Company of 50% of the amount. The remaining balance must be paid by cash to the cleaning operative before the operative leaves the Client's premises.

6.3 Although greatly appreciated and a powerful way to say 'Thank you', the Client understands that tipping is not required.

6.4 The Company reserves the right to charge a late payment fee on invoiced amounts unpaid for more than 7 days at £20 per invoice.

6.5 If the Company is forced to refer the Client's account for collection to a third party then extra costs may be added to the outstanding amount by the debt collecting company.

6.6 Any bank charges incurred due to a Client's cheque being returned unpaid will be passed to the Client at a flat rate of £30.00 per cheque.

6.7 The Company reserves the right to cancel any contract and back charge additional for past services to reflect the balance of the standard rate(s) if any misleading or false information was used to obtain discounted services.

7. Refunds and cancellations

7.1. We want to leave a happy Client every time therefore we endeavour to rectify cleaning service related issues free of charge. However, if we fail to rectify those issues within reasonable time, we will make a pro-rata refund in respect of that part of the service we have failed to deliver.

8. Cancellation

8.1. There is a late cancellation/lock-out fee for cancelling or rescheduling a visit with less than 24 hour notice. The amount charged will be the amount payable for the scheduled cleaning session. The same fee applies if the cleaning operatives are unable to gain access to the Client's home, through no fault of the Company.

8.2. The contracted Client agrees to pay the full price of the cleaning visit, if: a) The Client cancels or changes the date/time less than 24 hours prior to the scheduled appointment; b) The Client fails to provide access to the service premises thus preventing the Company to carry out the booked work; c) There is a problem with the Client's keys and the cleaning operatives cannot let themselves in. If keys are provided they must open all locks without any special efforts or skills.

8.3. If the Client needs to change a cleaning day or time the Company will do its best to accommodate him. A minimum 24 notice is required. Please note that the Company cannot guarantee that the same operative will be available on the new day and at the time the Client requires. Any changes in the cleaning schedule are subject to availability.

8.4. The Company's cleaning operatives work on any day of the week including Bank Holidays. If the Client's cleaning visit is due on a Bank Holiday and he hasn't called, faxed or e-mailed the Company to cancel the visit 24 hours prior to the start of the cleaning session, the Client agrees to and understands that the regular amount due for that cleaning visit will be charged regardless of whether the cleaning operative has cleaned the Client's property or not.

9. Termination Of Contract

9.1. The Client may terminate the cleaning contract by giving 30 days prior notice. The Client agrees to have at least 4 cleaning visits (for weekly customers) carried out during the 30 days notice period.

9.2. The Client agrees to pay a cancellation fee of 4 weeks service if: 1) No notice is given; 2) The Client provides a termination notice and requires less than 2 cleaning visits.

10. Employment Referral Fee

10.1. The Client is liable for an employment referral fee of £750.00 per person, should he directly employ anyone currently employed/sub-contracted by the Company, or employed/sub-contracted by the Company within the 1 year period prior to such employment. The Client agrees to pay this fee whether he notifies the Company of his action or the Company discovers this employment independently at any time after it occurs. The Client further agrees to reimburse the Company for any and all collection or legal fees the Company incurs in collecting this fee.

11. Claims

11.1. The Company's public liability insurance will cover damages caused by a cleaning operative working on behalf of the Company up to £1,000,000.00. All claims are subject to an excess of £50.00.

11.2. The Client agrees that due to the nature of the service the Company guarantees only to correct any problems reported within 24 hours. If a problem occurs on a Saturday it must be reported by Monday 12:00 in order to be accepted as a valid claim. Failure to do so will entitle the Client to nothing. The Company may require entry to the location of the claim within 24 hours to correct the problem. Any refunds or adjustments must be requested to the Company directly and subject to approval by the Company.

11.3. The Client waives his right to stop payment on his cheque or protest a credit/debit card charge unless the Company fails to make good on the guarantee shown in part 15.

11.4. While the Company operatives make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed. For this specific reason, the Company requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or not cleaned by the cleaning operatives. 11.5. In case of damage, The Company will repair the item at its cost. If the item cannot be repaired the Company will rectify the problem by crediting the customer with the item's present actual cash value toward a like replacement from a Company's source upon payment of cleaning services rendered.

11.6. The Company shall not be responsible for damage due to faulty and/or improper installation of any item. All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to clean without causing harm.

11.7. Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law together by the Company and the Insurance Provider(s). Monetary compensation as well as legal fees may incur.

11.9. Key replacement/locksmith fees are paid only if keys are lost by our operatives.

12. Complaints

12.1. All complaints must be received in writing by letter or email.

12.2. If the Client is displeased with a currently occurring service, the Company asks that the Client notifies it as soon as he notices anything that might be to his dislike by calling 020 3504 8080. Please do not wait until the service is completed.

13. Liability

13.1. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with a late arrival of Company operatives at the service address. The Company endeavours to be right on time on any visit but sometimes due to transport related and other problems which are beyond the Company's control, the Company operative's may arrive with a delay or the cleaning visit may be re-scheduled.

13.2. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with : 1. A cleaning job not complete due to the lack of suitable/enough cleaning materials, lack of hot water or electricity, or equipment not in full working order; 2. Third party entering or present at the Client's premises during the cleaning process; 3. An existing damage to Clients property in the form of old stains/burns/spillages etc. which cannot be cleaned/ removed completely by the cleaning operative using the Client's cleaning equipment and materials and in accordance with the industry standard cleaning methods as described in the Company's method statements; 4. Any damages caused by faulty/not in full working order equipment or materials supplied by the Client;

13.3. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Company carrying out services for the Client if the Client has an outstanding amount aged 30 days or more from the date the payment was due.

14. Supplementary Terms

14.1. If the Client requests keys to be collected by the Company's operatives from a third party's address outside the postal code of the serviced address then a £15.00 charge will apply. The charge will cover only the pick up of keys. If said keys need to be returned back to the third party's address or any other address another charge of £15.00 will apply.

14.2. The Company, reserves the right to re-evaluate rates at any time should the Client's initial list of tasks changes.

14.3. The Company reserves the right to amend the initial quotation, should the Client's original requirements change. Differences in excess of 10% will be discussed with the Client prior to the start of the work.

14.4. If any estimates of how long it will take the cleaning operatives to complete the job are being provided those are only estimates based on the average time it takes to clean a home or an office of similar size to the Client's, it being difficult to calculate precisely how long such tasks may take and that a degree of flexibility may be required. Please note that one off cleans may take longer to complete due to longer intervals between cleaning sessions, number and type of cleaning tasks required, when compared to the regular maintenance cleaning of the same property.

14.5. The Client understands that the price he has been quoted is not for a "package deal" and does not include anything apart from cleaning labour.

14.6. The Company shall arrange an immediate replacement should an operative cannot attend a scheduled visit.

14.7. Post Construction Cleaning (Builders Cleaning), Event Cleaning or badly neglected homes may take up to three times longer than a well maintained home requiring general cleaning. Therefore the Company advises the Client to ask for our specialist cleaning services: Builders Cleaning or Event Cleaning.

14.8. The cleaning operatives are not allowed to hand wash any items of clothing belonging to the Client. The Company advises that our operatives can only use a washing machine for such tasks.

14.9. All fragile and highly breakable items must be secured or removed.

14.10. The cleaning operatives are not allowed to use and work with bleach or bleach containing products. The Company advises the Client to avoid supplying such products to the cleaning operatives. The Company shall not be liable under any circumstances for any damages to Client's property caused by bleach/bleach containing products.

14.11. The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The Company may add to or alter these Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts. Please refer to your copy of these Terms and Conditions.

15. Our Guarantee

15.1 The Company has built its business and reputation by providing its clients with the best possible cleaning service available. Still, the Company realises, that because its operatives are human beings, they sometimes make mistakes. For this reason, the Company offers you a guarantee. If the Client is not satisfied with the cleaning standard of certain areas after the cleaning, the Company's operatives will come back to the Client's home and re-clean those areas free of charge.

16. Referral Credit

16.1. Any Client of the Company will receive a one-time credit of £10.00 for referring another Client. Credit will be issued after new Client has been serviced 4 times.

17. Law

17.1 These Terms are governed by the laws of England and Wales, and are subject to the exclusive jurisdiction of the Courts of England, and Wales.

END OF TENANCY CLEANING

1. Definitions

1.1. In these Terms of Business the following definitions apply:

"The Company", "We", "Us" - means MM Property Services London Ltd, registered in England and Wales No 11387754, registered address 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ

"Cleaner", "Cleaning Operative" - means the person or firm carrying out cleaning services on behalf of the Company.

“Client” - means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the cleaning services are supplied by the Company.

“Client’s Address” - means the address where the Client has requested the cleaning service to be carried out.

“Service”, “End of Tenancy Cleaning”, “EOT”, “Move In / Out Cleaning”, “Deep Cleaning” - means the cleaning services carried out on behalf of the Company.

“Cleaning Visit” - means the visit to the Client’s service address by the Cleaner in order to carry out the Service.

1.2. Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The Headings contained in these Terms are for convenience only and do not affect their interpretation.

2. Contract

2.1 These Terms and Conditions represent a contract between MM Property Services London Ltd and the Client.

2.2 Both parties shall ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and codes of conduct.

2.3 The Client agrees that any use of the Company’s services, including placing an order for services by telephone, fax, email, website forms shall constitute the Client’s acceptance of these Terms and Conditions.

2.4 Unless otherwise agreed in writing by a director of the Company, these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.5 No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the Company.

3. Quotations

3.1. End of Tenancy Cleaning is charged per job taking into account the current condition, number of rooms, bathrooms, WCs, shower rooms and en-suites. Please note that we do not charge per hour per cleaner and the number of operatives attending your property may vary. The number of operatives in a team cannot affect the initially quoted price. 3.2 The quoted price does not include extras like: carpet and upholstery steam cleaning, stripping and polishing floors, washing up dishes, taking more than 5 items out of cupboards and then putting them back in, dusting books, cleaning walls/ceilings, cleaning balconies/terraces, cleaning patios/gardens/. Those extra services are priced separately.

3.3. The company uses national average room sizes when calculating quotations over the phone.

3.4. All quotations are given by the Company following a request by the Client and shall remain open to acceptance for a period of 30 days from their date.

3.5. The Company reserves the right to amend the initial quotation, should the Client's original requirements change.

3.6. Differences in excess of 10% will be discussed with the Client prior to the start of the work.

5. Equipment

5.1. The Company shall provide all cleaning supplies and cleaning equipment necessary to carry out the service.

5.2. The Client must provide running water, electricity and sufficient light at the premises where the service takes place.

6. Payment

6.1 Our cleaning service requires a 50% deposit of the invoiced amount payable to the Company at the time of booking or any other arrangement that has been agreed by the sides.

6.2 Unless otherwise agreed in writing by the company the account is rendered for immediate payment on the completion of the work. The Client must make payment in cash to the cleaner after the service has been completed.

6.3 Although greatly appreciated and a powerful way to say ‘Thank you’, the Client understands that tipping is not required.

6.4 The Company reserves the right to charge a late payment fee on invoiced amounts unpaid for more than 7 days at £20 per invoice.

6.5 The Company reserves the right to charge £40.00 administrative fee, in addition to the balance due, for any account we must refer for collection. Please note that debt collecting companies may add their charges to the outstanding amount.

6.6 The Company reserves the right to cancel any contract and back charge additional for past services to reflect the balance of the standard rate(s) if any misleading or false information was used to obtain discounted services.

7. Cancellation

7.1. The Client can cancel the scheduled service by giving no less than 24 hours prior notice in writing.

7.2. There is a cancellation fee of £100.00 for cancelling or rescheduling a cleaning visit with less than 24 but more than 2 hours notice.

7.3. The Company reserves the right to retain £100 as a cancellation fee

7.4. The Client must pay the full price of the booked service if:

7.4.1 Our cleaners arrive at the Client's address and are unable to gain access to the Client's home, through no fault of the Company. If keys are provided they must open all locks without any special efforts or skills;

7.4.2 The Client cancels the booked service with less than 2 hours prior notice.

7.5. If the Client needs to change a cleaning day or time the Company will do its best to accommodate him. Any changes to booked services are subject to a 24 prior notice and availability.

8. Refunds

8.1. No refund claims will be entertained once the cleaning service has been carried out.

8.2. Refund will be issued only if:

8.2.1 The Client has cancelled a cleaning visit within the allowed time (24 hours) prior to the start of the cleaning visit;

8.2.2 A cleaning operative has not been able to carry out the cleaning due to reasons beyond the Client's responsibility.

9. Complaints

9.1. All services shall be deemed to have been carried out to the Client's satisfaction unless written notice is received by the Company with details of the complaint within 24 hours of the work being completed. All complaints must be received in writing by post, fax or email no later than 24 hours after the completion of the service. The Company will fully investigate any complaint and attempt to resolve it to the satisfaction of the Client, or alternatively to a reasonable standard.

9.2. The Client agrees to allow the Company back to re-clean any disputed areas/items before making any attempts to clean those areas/items himself or arranging a third party to carry out cleaning or repair services with regards to the above. Failure to do so will void our Company Guarantee and we will consider the matter fully settled. If payment has not been received in full or has been stopped by the Client we will immediately refer the account for collection.

10. Claims

10.1. The Client agrees that due to the nature of the service the Company guarantees only to correct any problems reported within reasonable time of the completion of the service. Failure to do so will entitle the Client to nothing.

10.2. The Company may require entry to the location of the claim within 24 hours to correct the problem.

10.3. The Client agrees to inspect the work immediately after its completion and to draw the operatives' attention to any outstanding cleaning issues while they are still on site. The operatives will carry out any such additional work to the Client's complete satisfaction.

10.4. If the Client or any third party instructed by the Client is not present at the time of completion of the service then no claims regarding any cleaning issues can be made.

10.5. If the Client instructs a third party to inspect the result from the cleaning then the Company must be notified before completion of the service.

10.6. In case of a third party inspecting or refusing to inspect the result from the cleaning then the Company cannot be held responsible for rectifying any outstanding cleaning issues not mentioned by the third party.

10.7. Any refunds or adjustments must be requested to the Company directly and subject to approval by the Company.

10.8. While the Company operatives make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed. For this specific reason, the Company requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or not cleaned by the cleaning operatives.

10.9. In case of damage, The Company will repair the item at its cost. If the item cannot be repaired the Company will rectify the problem by crediting the customer with the item's present actual cash value toward a like replacement from a Company's source upon payment of cleaning services rendered.

10.10. The Company shall not be responsible for damage due to faulty and/or improper installation of any item. All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to clean without causing harm.

10.11. No claims shall be entertained if the Client has an outstanding balance aged more than 30 days.

10.12. Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law together by the Company and the Insurance Provider(s). Monetary compensation as well as legal fees may incur.

10.13. All claims must be submitted in writing.

11. Liability

11.1. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with:

11.1.1 Its failure to carry out its services as a result of factors that are beyond its control. Factors beyond its control include acts of god, floods, severe weather conditions, and inability to gain access to premises, lack of appropriate resources, such as water, electricity, and lighting;

11.1.2 Late arrival of Company operatives at the service address. The Company endeavours to be right on time on any visit but sometimes due to transport related and other problems which are beyond the Company's control, the Company operative's may arrive with a delay or the cleaning visit may be re-scheduled.

11.1.3 An existing damage to Clients property in the form of old stains/burns/spillages etc. which cannot be cleaned/removed completely by the cleaning operative using the industry standard cleaning methods;

11.1.4 Non satisfactory result from the service due to the Client or third party walking on wet floors or using appliances during or shortly after the cleaning process;

11.2. The Company shall not be liable for any odours arising during and/or after cleaning when this is due to factors such as, lack of ventilation, and/or appropriate heating.

11.3. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client if the Client has an outstanding balance aged 30 days or more from the date the payment was due.

12. Supplementary Terms

12.1. If the Client requests keys to be collected by the Company's operatives from an address outside the postal code of the Client's address then a £10.00 charge will apply. The charge will cover only the pick up of keys. If said keys need to be returned back to the pick up address or any other address another charge of £10.00 will apply.

12.2. If any estimates of how long it will take the cleaning operatives to do the job required are being provided that is only an estimate based on the average time it takes to clean a home of similar size to the Client's, it being difficult to estimate precisely how long such tasks may take and that a degree of flexibility may be required.

12.3. The quotation excludes the clearing of debris created by tradesman or building work unless otherwise stated.

12.4. Our cleaners are happy to move furniture. Due to Health and Safety regulations one cleaner will attempt to move only furniture that requires no more than one person. 12.5. Cleaning of venetian blinds is optional at a cost of £30.00 per 4 regular windows. 12.6. The Company shall arrange an immediate replacement should an operative cannot attend a scheduled visit.

12.7. All fragile and highly breakable items must be secured or removed.

12.8. The provisions of this contract are not intended to confer any benefit upon Third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999, are hereby expressly excluded from this agreement.

12.9. The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The Company may add to or alter these Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts. Please refer to your copy of these Terms and Conditions.

13. Our Guarantee

13.1 The Company has built its business and reputation by providing its clients with the best possible cleaning service available. Still, the Company realises, that because its operatives are human beings, they sometimes make mistakes. For this reason, the Company offers you a guarantee. If the Client is not satisfied with the Company's service for any reason, the Company's operatives will come back to the Client's home and re-clean to his complete satisfaction.

13.2 Our guarantee is subject to a complaints notice no later than 24 hours after the completion of the service.

14. Insurance

14.1. The Company shall insure all work it undertakes. The Company's public liability insurance covers damages caused by a cleaning operative working on behalf of the Company.

15. Referral Credit

15.1. Every Client of the Company will receive a one-time credit of £10.00 for referring our carpet cleaning services to another Client. Credit will be issued after we receive cleared funds from the new Client.

16. Law

16.1 These Terms are governed by the laws of England and Wales, and are subject to the exclusive jurisdiction of the Courts of England, and Wales.

BUILDERS CLEANING

1. Definitions

1.1. In these Terms of Business the following definitions apply:

"The Company", "We", "Us" - means MM Property Services London Ltd, registered in England and Wales No. 11387754, registered address 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ

"Cleaner", "Cleaning Operative" - means the person or firm carrying out cleaning services on behalf of the Company.

"Client" - means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the cleaning services are supplied by the Company.

"Client's Address" - means the address where the Client has requested the cleaning service to be carried out.

"Service", "End of Tenancy Cleaning", "EOT", "Move In / Out Cleaning", "Deep Cleaning" - means the cleaning services carried out on behalf of the Company.

"Cleaning Visit" - means the visit to the Client's service address by the Cleaner in order to carry out the Service.

1.2. Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The Headings contained in these Terms are for convenience only and do not affect their interpretation.

2. Contract

2.1 These Terms and Conditions represent a contract between MM Property Services London Ltd and the Client.

2.2 Both parties shall ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and codes of conduct.

2.3 The Client agrees that any use of the Company's services, including placing an order for services by telephone, fax, email, website forms shall constitute the Client's acceptance of these Terms and Conditions.

2.4 Unless otherwise agreed in writing by a director of the Company, these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.5 No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the Company.

3. Quotations

3.1. Builders Cleaning is charged per job taking into account the current condition, number of rooms, bathrooms, WCs, shower rooms and en-suites. Please note that we do not charge per hour per cleaner and the number of operatives attending your property may vary. The number of operatives in a team cannot affect the initially quoted price. 3.2 The quoted price does not include extras like: carpet and upholstery steam cleaning, stripping and polishing floors, washing up dishes, taking more than 5 items out of cupboards and then putting them back in, dusting books, cleaning walls/ceilings, cleaning balconies/terraces, cleaning patios/gardens/. Those extra services are priced separately.

3.3. The company uses national average room sizes when calculating quotations over the phone.

3.4. All quotations are given by the Company following a request by the Client and shall remain open to acceptance for a period of 30 days from their date.

3.5. The Company reserves the right to amend the initial quotation, should the Client's original requirements change.

3.6. Differences in excess of 10% will be discussed with the Client prior to the start of the work.

5. Equipment

5.1. The Company shall provide all cleaning supplies and cleaning equipment necessary to carry out the service.

5.2. The Client must provide running water, electricity and sufficient light at the premises where the service takes place.

6. Payment

6.1 Our cleaning service requires a 50% deposit of the quoted amount payable to the Company at the time of the booking.

6.2 Unless otherwise agreed in writing by the company the account is rendered for immediate payment on the completion of the work. The Client must make payment either by cash before the cleaner leaves the property.

6.3 Although greatly appreciated and a powerful way to say 'Thank you', the Client understands that tipping is not required.

6.4 The Company reserves the right to charge a late payment fee on invoiced amounts unpaid for more than 7 days at £20 per invoice.

6.7 The Company reserves the right to charge £40.00 administrative fee, in addition to the balance due, for any account we must refer for collection. Please note that debt collecting companies may add their charges to the outstanding amount.

6.8 The Company reserves the right to cancel any contract and back charge additional for past services to reflect the balance of the standard rate(s) if any misleading or false information was used to obtain discounted services.

7. Cancellation

7.1. You can cancel the booking by providing a written notice to be received by us not less than 24 hours prior to the service start.

7.2. If we are prevented from carrying out the booked services due to your failure to provide: 24 hours cancellation notice, access to your property or electricity/water, you will be charged £100 cancellation fee. If keys are provided they must open all locks without any special efforts or skills.

7.3. The Company reserves the right to retain £100 of the deposit as a cancellation fee.

7.4. If the Client needs to change a cleaning day or time, the Company will do its best to accommodate him. Any changes to booked services are subject to a 24 prior notice and availability.

8. Refunds

8.1. Refund will be issued only if:

8.1.1 The Client has cancelled a cleaning visit within the allowed time (24 hours) prior to the start of the cleaning visit;

8.1.2 A cleaning operative has not been able to carry out the cleaning due to reasons beyond the Client's responsibility.

9. Complaints

9.1. We request that complaints or feedback be provided in writing (by letter or email) within reasonable time of service completion, to ensure that the details are received in a clear and complete manner.

9.2. All services shall be deemed to have been carried out to the Client's satisfaction unless a written notice detailing the complaint is received by the Company within reasonable time of service completion. The Company will fully investigate any complaint and attempt to resolve it to the satisfaction of the Client, or alternatively to a reasonable standard.

9.2. The Client agrees to allow the Company back to re-clean any disputed areas/items or repair damaged items, before making any attempts to clean those areas/items himself or arranging a third party to carry out cleaning or repair services with regards to the above. Failure to do so will void our Company Guarantee and we will consider the matter fully settled. If payment has not been received in full or has been stopped by the Client we will immediately refer the account for collection.

10. Claims

10.1. The Client agrees that due to the nature of the service the Company guarantees only to correct any problems reported within reasonable time of the completion of the service. Failure to do so will entitle the Client to nothing.

10.2. The Company may require entry to the location of the claim as soon as possible in order to rectify the problem.

10.3. The Client agrees to inspect the work immediately upon its completion and to draw the operatives' attention to any outstanding issues while they are still on site. The operatives will carry out any such additional work to the Client's complete satisfaction.

10.4. If the Client or any third party instructed by the Client is not present at the time of completion of the service to inspect the work then no claims regarding any cleaning issues can be made.

10.5. If the Client instructs a third party to inspect the result from the cleaning then the Company must be notified before completion of the service.

10.6. In case of a third party inspecting or refusing to inspect the result from the cleaning then the Company cannot be held responsible for rectifying any outstanding cleaning issues not mentioned by the third party.

10.7. Any refunds or adjustments must be requested to the Company directly and subject to approval by the Company.

10.8. While the Company operatives make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed. For this specific reason, the Company requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or not cleaned by the cleaning operatives. 10.9. In case of confirmed damage, caused by Company operatives, the Company will attempt to repair the item at its cost. If the item cannot be repaired the Company will rectify the problem by crediting the customer with the item's present actual cash value toward a like replacement from a Company's source upon payment of cleaning services rendered.

10.10. The Company shall not be responsible for damage due to faulty and/or improper installation of any item. All surfaces (i.e., marble, granite, wood etc.) are assumed sealed and ready to clean without causing harm.

10.11. No claims shall be entertained if the Client has an outstanding balance aged more than 30 days.

10.12. Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law together by the Company and the Insurance Provider(s). Monetary compensation as well as legal fees may incur.

11. Liability

11.1. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with:

11.1.1 Its failure to carry out its services as a result of factors that are beyond its control. Factors beyond its control include acts of god, floods, severe weather conditions, and inability to gain access to premises, lack of appropriate resources, such as water, electricity, and lighting;

11.1.2 Late arrival of Company operatives at the service address. The Company endeavours to be right on time on any visit but sometimes due to transport related and other problems which are beyond the Company's control, the Company operative's may arrive with a delay or the cleaning visit may be re-scheduled.

11.1.3 An existing damage to Clients property in the form of old stains/burns/spillages etc. which cannot be cleaned/removed completely by the cleaning operative using the industry standard cleaning methods;

11.1.4 Non satisfactory result from the service due to the Client or third party walking on wet floors or using appliances during or shortly after the cleaning process;

11.2. The Company shall not be liable for any odours arising during and/or after cleaning when this is due to factors such as, lack of ventilation, and/or appropriate heating.

11.3. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client if the Client has an outstanding balance aged 30 days or more from the date the payment was due.

12. Supplementary Terms

12.1. If the Client requests keys to be collected by the Company's operatives from an address outside the postal code of the Client's address then a £10.00 charge will apply. The charge will cover only the pick up of keys. If said keys need to be returned back to the pick up address or any other address another charge of £10.00 will apply.

12.2. If any estimates of how long it will take the cleaning operatives to do the job required are being provided that is only an estimate based on the average time it takes to clean a home of similar size to the Client's, it being difficult to estimate precisely how long such tasks may take and that a degree of flexibility may be required.

12.3. The quotation excludes the clearing of debris created by tradesman or building work unless otherwise stated.

12.4. Our cleaners are happy to move furniture. Due to Health and Safety regulations one cleaner will attempt to move only furniture that requires no more than one person.

12.5. Cleaning of venetian blinds is optional at a cost of £30.00 per 4 regular windows. 12.6. The Company shall arrange an immediate replacement should an operative cannot attend a scheduled visit.

12.7. All fragile and highly breakable items must be secured or removed.

12.8. The provisions of this contract are not intended to confer any benefit upon Third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999, are hereby expressly excluded from this agreement.

12.9. The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The Company may add to or alter these Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts. Please refer to your copy of these Terms and Conditions.

13. Our Guarantee

13.1 The Company has built its business and reputation by providing its clients with the best possible cleaning service available. Still, the Company realises, that because its operatives are human beings, they sometimes make mistakes. For this reason, the Company offers you a guarantee. If the Client is not satisfied with the Company's service

for any reason, the Company's operatives will come back to the Client's home and re-clean to his complete satisfaction.

13.2 Our guarantee is subject to a complaints notice no later than 24 hours after the completion of the service.

14. Insurance

14.1. The Company shall insure all work it undertakes. The Company's public liability insurance covers damages caused by a cleaning operative working on behalf of the Company.

15. Referral Credit

15.1. Every Client of the Company will receive a one-time credit of £10.00 for referring our carpet cleaning services to another Client. Credit will be issued after we receive cleared funds from the new Client.

16. Law

16.1 These Terms are governed by the laws of England and Wales, and are subject to the exclusive jurisdiction of the Courts of England, and Wales

CARPET AND UPHOLSTERY CLEANING

1. Definitions

1.1. In these Terms of Business the following definitions apply:

"The Company", "We", "Us" - means MM Domestic Services London Ltd, registered in England and Wales No. 11387754, registered address 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ

"Cleaner", "Cleaning Operative" - means the person or firm carrying out cleaning services on behalf of the Company.

"Client" - means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the cleaning services are supplied by the Company.

"Client's Address" - means the address where the Client has requested the cleaning service to be carried out.

"Service", "End of Tenancy Cleaning", "EOT", "Move In / Out Cleaning", "Deep Cleaning" - means the cleaning services carried out on behalf of the Company.

"Cleaning Visit" - means the visit to the Client's service address by the Cleaner in order to carry out the Service.

1.2. Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The Headings contained in these Terms are for convenience only and do not affect their interpretation.

2. Contract

2.1 These Terms and Conditions represent a contract between MM Property Services Ltd and the Client.

2.2 Both parties shall ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and codes of conduct.

2.3 The Client agrees that any use of the Company's services, including placing an order for services by telephone, fax, email, website forms shall constitute the Client's acceptance of these Terms and Conditions.

2.4 Unless otherwise agreed in writing by a director of the Company, these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.5 No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the Company.

3. Quotations

3.1. Carpet cleaning is charged per square metre taking into account the type of carpet fibres. Natural carpet fibres e.g. coir, jute, sisal, sea grass etc. require dry cleaning process which is more expensive than the standard hot water extraction method.

3.2. The company uses national average room sizes when calculating quotations over the phone.

3.3. All quotations are given by the Company following a request by the Client and shall remain open to acceptance for a period of 30 days from their date.

3.4. The Company reserves the right to amend the initial quotation, should the Client's original requirements change.

3.5. Differences in excess of 10% will be discussed with the Client prior to the start of the work.

5. Equipment

5.1. The Company shall provide all cleaning supplies and carpet cleaning equipment required to carry out the service.

5.2. The Client must provide running water and electricity at the premises where the service takes place.

6. Payment

6.1 Our cleaning service requires £100 as a deposit made at the time of booking unless agreed otherwise.

6.2 Unless otherwise agreed in writing by the company the account is rendered for immediate payment on the completion of the work. The Client must make payment either by cash or bank transfer at completion of the service.

6.3 Although greatly appreciated and a powerful way to say 'Thank you', the Client understands that tipping is not required.

6.4 The Company reserves the right to charge a late payment fee on invoiced amounts unpaid for more than 7 days at £20 per invoice.

6.5 The Company reserves the right to charge £30.00 administrative fee, plus any solicitors' fees, in addition to the balance due, for any account we must refer for collection.

6.6 The Company reserves the right to cancel any contract and back charge additional for past services to reflect the balance of the standard rate(s) if any misleading or false information was used to obtain discounted services.

7. Cancellation

7.1. You can cancel the booking by providing a written notice to be received by us not less than 24 hours prior to the service start.

7.2 If we are prevented from carrying out the booked services due to your failure to provide: 24 hours cancellation notice, access to your property or electricity/water, you will be charged £100 cancellation fee. If keys are provided they must open all locks without any special efforts or skills.

7.4. The Company reserves the right to retain £100 from the deposit as a cancellation fee

7.5. If the Client needs to change a cleaning day or time, the Company will do its best to accommodate him. Any changes to booked services are subject to a 24 prior notice and availability.

8. Refunds

8.1. Refund will be issued only if:

8.1.1 The Client has cancelled a cleaning visit within the allowed time (24 hours) prior to the start of the cleaning visit;

8.1.2 A cleaning operative has not been able to carry out the cleaning due to reasons beyond the Client's responsibility.

9. Complaints

9.1. We request that complaints or feedback be provided in writing (by letter or email) within reasonable time of service completion, to ensure that the details are received in a clear and complete manner.

9.2. All services shall be deemed to have been carried out to the Client's satisfaction unless a written notice detailing the complaint is received by the Company within reasonable time of service completion. The Company will fully investigate any complaint and attempt to resolve it to the satisfaction of the Client, or alternatively to a reasonable standard.

9.2. The Client agrees to allow the Company back to re-clean any disputed areas/items or repair damaged items, before making any attempts to clean those areas/items himself or arranging a third party to carry out cleaning or repair services with regards to the above. Failure to do so will void our Company Guarantee and we will consider the matter fully settled. If payment has not been received in full or has been stopped by the Client we will immediately refer the account for collection.

10. Claims

10.1. The Client agrees that due to the nature of the service the Company guarantees only to correct any problems reported within reasonable time of the completion of the service. Failure to do so will entitle the Client to nothing.

10.2. The Company may require entry to the location of the claim within 24 hours to correct the problem.

10.3. The Client agrees to inspect the work immediately after its completion and to draw the operatives' attention to any outstanding cleaning issues while they are still on site. The operatives will carry out any such additional work to the Client's complete satisfaction.

10.4. If the Client or any third party instructed by the Client is not present at the time of completion of the service then no claims regarding any cleaning issues can be made. 10.5. If the Client instructs a third party to inspect the result from the cleaning then the Company must be notified before completion of the service.

10.6. In case of a third party inspecting or refusing to inspect the result from the cleaning then the Company cannot be held responsible for rectifying any outstanding cleaning issues not mentioned by the third party.

10.7. Any refunds or adjustments must be requested to the Company directly and subject to approval by the Company.

10.9. While the Company operatives make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed. For this specific reason, the Company requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or not cleaned by the cleaning operatives.

10.10. In case of damage, The Company will repair the item at its cost. If the item cannot be repaired the Company will rectify the problem by crediting the customer with the item's present actual cash value toward a like replacement from a Company's source upon payment of cleaning services rendered.

10.11. The Company shall not be responsible for damage due to faulty and/or improper installation of any item. All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to clean without causing harm.

10.12. Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law together by the Company and the Insurance Provider(s). Monetary compensation as well as legal fees may incur.

10.13 All claims must be submitted in writing.

11. Liability

11.1. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with:

11.1.1 Its failure to carry out its services as a result of factors that are beyond its control. Factors beyond its control include acts of god, floods, severe weather conditions, and inability to gain access to premises, lack of appropriate resources, such as water, electricity, and lighting;

11.1.2 Late arrival of Company operatives at the service address. The Company endeavours to be right on time on any visit but sometimes due to transport related and other problems which are beyond the Company's control, the Company operative's may arrive with a delay or the cleaning visit may be re-scheduled.

11.1.3 An existing damage to Clients property in the form of old stains/burns/spillages etc. which cannot be cleaned/removed completely by the cleaning operative using the industry standard cleaning methods;

11.1.4 Non satisfactory result from the service due to the Client or third party walking on wet floors or using appliances during or shortly after the cleaning process;

11.2. The Company shall not be liable for any odours arising during and/or after cleaning when this is due to factors such as, lack of ventilation, and/or appropriate heating. 11.3.

The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client if the Client has an outstanding balance aged 30 days or more from the date the payment was due.

12. Supplementary Terms

12.1. If the Client requests keys to be collected by the Company's operatives from an address outside the postal code of the Client's address then a £10.00 charge will apply. The charge will cover only the pick up of keys. If said keys need to be returned back to the pick up address or any other address another charge of £10.00 will apply.

12.2. If any estimates of how long it will take the cleaning operatives to do the job required are being provided that is only an estimate based on the average time it takes to clean a home of similar size to the Client's, it being difficult to estimate precisely how long such tasks may take and that a degree of flexibility may be required.

12.3. The quotation excludes the clearing of debris created by tradesman or building work unless otherwise stated.

12.4. Our cleaners are happy to move furniture. Due to Health and Safety regulations one cleaner will attempt to move only furniture that requires no more than one person.

12.5. Cleaning of venetian blinds is optional at a cost of £30.00 per 4 regular windows.

12.6. The Company shall arrange an immediate replacement should an operative cannot attend a scheduled visit, and will inform the Client prior to the visit.

12.7. All fragile and highly breakable items must be secured or removed.

12.8. The Client shall ensure that all valuables are stored away when work is carried out and that the property is supervised by the Client or his representative at all times during the course of the work. The Company shall not be responsible for the Client's failure to comply with this obligation.

12.9. The provisions of this contract are not intended to confer any benefit upon Third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999, are hereby expressly excluded from this agreement.

12.10. The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The Company may add to or alter these Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts. Please refer to your copy of these Terms and Conditions.

13. Our Guarantee

13.1 The Company has built its business and reputation by providing its clients with the best possible cleaning service available. Still, the Company realises, that because its operatives are human beings, they sometimes make mistakes. For this reason, the Company offers you a guarantee. If the Client is not satisfied with the Company's service for any reason, the Company's operatives will come back to the Client's home and re-clean to his complete satisfaction.

13.2 Our guarantee is subject to a complaints notice no later than 24 hours after the completion of the service.

14. Insurance

14.1. The Company shall insure all work it undertakes. The Company's public liability insurance covers damages caused by a cleaning operative working on behalf of the Company.

15. Referral Credit

15.1. Every Client of the Company will receive a one-time credit of £10.00 for referring our carpet cleaning services to another Client. Credit will be issued after we receive cleared funds from the new Client.

16. Law

16.1 These Terms are governed by the laws of England and Wales, and are subject to the exclusive jurisdiction of the Courts of England, and Wales.

Commercial Cleaning Services

Definitions and interpretation

1.1 In these Terms and Conditions:

"Business Day" means any weekday, other than a bank or public holiday in England;

"Business Hours" means between 7:00: and 19:00 on a Business Day;

"Charges" means the charges payable by the Customer to the Provider in respect of an Engagement, which are specified in the Statement and which may be varied in accordance with Clause [8];

“Consumables” means [the cleaning consumables used by the Provider in the course of providing the Services / the cleaning consumables made available by the Customer to the Provider for the purpose of enabling the Provider to provide the Services];

“Customer” means the customer for Services under an Engagement, as identified in the Statement;

“Customer Representative(s)” means the person or persons identified as such in the Statement;

“Effective Date” means the date when the Provider receives a copy of the Statement relating to an Engagement that has been signed by the Customer, such Statement having been previously signed by the Provider and sent to the Customer, providing that the signed Statement is received by the Provider within the period of [30] days following the date of signature of the Statement by the Provider;

“Engagement” means a contract between the Provider and the Customer for the supply of Services incorporating these Terms and Conditions and a Statement, and any amendments to such a contract from time to time;

“Equipment” means [the cleaning equipment used by the Provider in the course of providing the Services / the cleaning equipment made available by the Customer to the Provider for the purpose of the Provider providing the Services];

“Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

“Minimum Term” means the period specified as such in the Statement;

“Premises” means the premises of the Customer where the Services will be provided by the Provider, as specified in the Statement;

“Provider” means MM Property Services Ltd, a company incorporated in England and Wales having its registered office at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ;

“Provider Representative(s)” means the person or persons identified as such in the Statement;

“Services” means the cleaning services supplied by the Provider to the Customer under an Engagement, details of which are set out in the Statement (or, to the extent that no such details are set out in the Statement, details of which will be agreed between the parties acting reasonably from time to time);

“Statement” means the statement of work document issued by the Provider to the Customer detailing the scope of the Services and other matters relating to an Engagement;

“Term” means the term of an Engagement.

1.2 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

1.3 The Clause headings do not affect the interpretation of these Terms and Conditions.

1.4 In these Terms and Conditions, “persons” includes companies, partnerships, limited liability partnerships, unincorporated associations and trusts.

1.5 The ejusdem generis rule is not intended to be used in the interpretation of these Terms and Conditions.

Engagements

Each Engagement will come into force on its Effective Date and will continue in force until the Services agreed in the Statement have been completed, upon which it will terminate automatically, unless previously terminated in accordance with Clause [13].

OR

Each Engagement will come into force on its Effective Date and will continue in force indefinitely, unless and until terminated in accordance with Clause [13].

Services

3.1 The Provider will supply the Services to the Customer [during Business Hours, unless otherwise agreed] in accordance with the terms of each Engagement.

3.2 The time for delivery of the Services will not be of the essence of the parties' agreement.

3.3 The Provider may subcontract the provision of the Services; providing that if the Provider does subcontract the provision of the Services, the Provider will remain liable to the Customer for the performance of the sub-contracted obligations.

3.4 The Provider may suspend the provision of the Services if the Customer fails to pay by the due date any amount due to the Provider in respect of an Engagement.

3.5 From time to time during the Term the Provider may be unable to supply the Services by reason of personnel illness or personnel shortage, in which case:

(a) the Provider will use reasonable endeavours to engage alternative personnel to supply the Services; and

(b) subject to the compliance of the Provider with Clause [3.5(a)], the Provider will not be in breach of the terms of the Engagement by virtue of any failure to supply the Services arising out of such inability.

3.6 The Provider will ensure that all personnel involved in the provision of the Services at the Premises have:

(a) been interviewed by the Provider;

(b) supplied proof of identity and satisfactory references to the Provider; and

(c) been properly trained in the provision of the Services and the use of the Equipment and Consumables.

3.7 Services will not be provided on Christmas Day, Boxing Day or New Year's Day.

3.8 The Customer may cancel a scheduled Services visit by giving to the Provider at least [48 hours'] written notice of cancellation. If the Customer cancels a Services visit in accordance with this Clause, then the Customer shall not be liable to pay any Charges to the Provider in respect of the cancelled Services visit.

Premises

4.1 The Customer will:

(a) provide to the Provider prompt access to the Premises as required for the provision of the Services;

(b) maintain the Premises in good order for the supply of the Services, and in accordance with all applicable laws;

(c) be responsible for ensuring the Health and Safety of the Provider's personnel, agents and subcontractors whilst they are at the Premises;

(d) inform the Provider of all Health and Safety rules and regulations and any reasonable security requirements that apply at the Premises; and

(e) [if the Customer is not a consumer,] maintain reasonable insurance cover for the Provider's personnel, agents and subcontractors whilst they are working at the Premises (including reasonable public liability insurance).

4.2 In the performance of the Services at the Premises, the Provider shall comply with all reasonable Health & Safety and security policies and regulations advised to the Provider by the Customer.

4.3 The Provider will use reasonable measures to secure any keys (or other access mechanisms) provided by the Customer to the Provider for the purpose of enabling the Provider's personnel to enter the Premises.

Equipment and Consumables

5.1 The Provider may, (with the agreement of the Customer) store Equipment and Consumables at the Premises for the duration of the service period.

5.2 The Customer must not use, move or otherwise interfere with Equipment or Consumables stored at the Premises, save in accordance with the express written instructions of the Provider.

5.3 Save to the extent caused by the actions or omissions of the Provider or its personnel, the Customer will be responsible for all damage to and loss of Equipment and/or Consumables whilst the Equipment and/or Consumables are at the Premises.

Customer obligations

6.1 The Customer must provide to the Provider access to a water supply, a mains electricity supply and a waste water facility.

6.2 The Customer will provide to, or procure for, the Provider any:

(a) information and documentation;

- (b) third party co-operation; and
- (c) governmental, legal or regulatory licences, consents or permits,
- (d) access to premises in order to carry out works reasonably necessary to enable the Provider to discharge its obligations under any Engagement.

6.3 The Customer will indemnify the Provider and will keep the Provider indemnified against any and all losses, costs, expenses, damages and liabilities (including legal expenses and amounts paid in settlement of legal claims or proceedings) arising directly or indirectly out of any breach by the Customer of Clause [4.1] or Clause [5.3]. Representatives The Customer will ensure that all instructions in relation to the matters contemplated in these Terms and Conditions will be given by a Customer Representative to a Provider Representative, and the Provider:

- (a) may treat all such instructions as the fully authorised instructions of the Customer; and
- (b) will not comply with any other instructions in relation to the matters contemplated in these Terms and Conditions without first obtaining the consent of a Customer Representative.

Charges and payment

8.1 The Customer will pay the Charges to the Provider in accordance with the provisions of this Clause [8].

8.2 The Provider may issue an invoice for the Charges to the Customer [from time to time during the Term / on or after the dates set out in the Statement / at any time after the relevant Services have been delivered to the Customer].

8.3 The Customer will pay the Charges to the Provider [upon receipt of / within [7] days following the date of issue of] an invoice issued in accordance with Clause [8.2].

8.4 Charges must be paid [in cash or by debit card, credit card, direct debit, bank transfer or cheque] (using such payment details as are notified by the Provider to the Customer from time to time).

8.5 If the Customer does not pay any amount properly due to the Provider in connection with any Engagement, the Provider may:

- (a) charge the Customer interest on the overdue amount at the rate of 8% per year above the base rate of [HSBC Bank Plc] from time to time (which interest will accrue daily until the date of actual payment, be compounded quarterly, and be payable on demand); or
- (b) if the Customer is not a consumer, claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

Warranties

9.1 The Customer warrants to the Provider that it has the legal right and authority to enter into and perform its obligations required by each Engagement.

9.2 The Provider warrants to the Customer that:

- (a) it has the legal right and authority to enter into and perform its obligations required by each Engagement; and
- (b) the Services will be performed with reasonable care and skill.

9.3 If the Customer believes that Services have not been provided in accordance with Clause [9.2(b)], then the Customer must:

- (a) notify the Provider promptly; and
- (b) allow and enable the Provider to inspect the Premises and re-perform the relevant Services.

9.4 All of the parties' warranties and representations in respect of the subject matter of the Engagement are expressly set out in these Terms and Conditions and in the Statement. To the maximum extent permitted by applicable law and subject to Clause [10.1], no other warranties or representations concerning the subject matter of the Engagement will be implied into these Terms and Conditions, the Statement, the Engagement or any other contract.

Limitations and exclusions of liability

10.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude the liability of a party for death or personal injury resulting from negligence;
- (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;

(c) limit any liability of a party in any way that is not permitted under applicable law; or
(d) exclude any liability of a party that may not be excluded under applicable law, and any statutory rights that a party has as a consumer that cannot be limited or excluded will not be limited or excluded by these Terms and Conditions.

10.2 The limitations and exclusions of liability set out in this Clause [10] [and elsewhere in these Terms and Conditions]:

(a) are subject to Clause [10.1]; and

(b) govern all liabilities arising under the Engagement or in relation to the subject matter of the Engagement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

10.3 The Provider will not be liable to the Customer for any losses arising out of a Force Majeure Event.

10.4 The Provider will not be liable to the Customer in respect of any business losses, such as loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

10.5 If the Customer is not a consumer, the Provider will not be liable to the Customer in respect of any special, indirect or consequential loss or damage.

10.6 If the Customer is not a consumer, the Provider's aggregate liability to the Customer will not exceed the greater of:

(a) £1000; and

(b) the total amount paid and payable by the Customer to the Provider under the Engagement.

Distance contracts and consumer rights

11.1 This Clause [11] sets out the rights that consumers may have, in relation to an Engagement, under the Consumer Protection (Distance Selling) Regulations 2000.

11.2 This Clause [11] applies if and only if the Customer agrees to an Engagement:

(a) as a consumer; and

(b) using any means of distance communication (including telephone, email and the internet).

11.3 Where this Clause [11] applies, the Customer may cancel an Engagement at any time within 7 working days, beginning on the day after the contract for that Engagement came into force, providing that the Provider has not begun the provision of the Services during that period. The Customer hereby agrees that the Provider may begin the provision of the Services during that period.

11.4 If the Customer cancels an Engagement in accordance with this provision, the Customer will receive a full refund of the Charges paid in respect of the Engagement (if any).

11.5 The Provider will usually refund any money owed to the Customer using the same method used by the Customer to pay the Charges. The Provider will process the refund due to the Customer as soon as possible and, in any case, within 30 days of the day the Provider received the Customer's valid notice of cancellation. The notice of cancellation should be sent to the Provider at the address set out in Clause [16].

Force Majeure Event

Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations required by any Engagement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.

Termination

13.1 Either party may terminate an Engagement at any time by giving [at least 30 days' written notice to the other party [expiring at any time after the end of the Minimum Term]].

13.2 Either party may terminate an Engagement immediately by giving written notice to the other party if the other party:

(a) commits any [material] breach of any provision of these Terms and Conditions or the relevant Statement, and:

(i) the breach is not remediable; or

(ii) the breach is remediable, but the other party fails to remedy the breach within [30] days of receipt of a written notice requiring it to do so; or

(b) persistently breaches these Terms and Conditions and/or the relevant Statement.

13.3 Either party may terminate an Engagement immediately by giving written notice to the other party if:

(a) the other party:

(i) is dissolved;

(ii) ceases to conduct all (or substantially all) of its business;

(iii) is or becomes unable to pay its debts as they fall due;

(iv) is or becomes insolvent or is declared insolvent; or

(v) convenes a meeting, or makes or proposes to make any arrangement or composition, with its creditors;

(b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Engagement); or

(d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

13.4 The Provider may terminate an Engagement immediately at any time by giving written notice to the Customer if the Customer fails to pay in full and on time any amount due to the Provider, whether due in respect of that Engagement or otherwise.

Effects of termination

14.1 Upon termination of an Engagement, all the provisions of these Terms and Conditions and the Statement will cease to have effect, save that the following provisions of these Terms and Conditions will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses [1, 6.3, 8.6, 10, 14, 15 and 17]. [In addition, Clause 5 will survive and continue to have effect for so long as the [Equipment and Consumables] remain in the possession or control of the Customer.]

14.2 Termination of an Engagement will not affect either party's accrued liabilities and rights (including accrued rights to be paid) as at the date of termination.

14.3 Within 1 day of the termination of an Engagement, the Customer will make available for collection by the Provider all Equipment and Consumables in the possession or control of the Customer at the date of termination.

Non-solicitation

The Customer will not without the Provider's prior written consent, either during the Term of any Engagement or within [3] months after the date of effective termination of the most recent Engagement, engage, employ or otherwise solicit for employment any employee or contractor of the Provider who has been involved in the Engagement or the performance of the Services.

Notices

16.1 Any notice given under these Terms and Conditions must be in writing (whether or not described as "written notice" in these Terms and Conditions) and must be delivered personally, sent by pre-paid first class post, or sent by email, for the attention of the relevant person, and to the relevant address, email address given below (or as notified by one party to the other in accordance with this Clause).

The Provider:

MM Property Services Ltd; 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ

The Customer:

As noted on the covering letter given in the Statement/Quote

16.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):

(a) where the notice is delivered personally, at the time of delivery;

(b) where the notice is sent by first class post, [48 hours] after posting; and

(c) where the notice is sent by email, at the time of the transmission (providing that the sending party retains written evidence of the transmission).

General

17.1 No breach of any term of any Engagement will be waived except with the express written consent of the party not in breach.

17.2 If a term of any Engagement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other terms of the Engagement will continue in effect. If any unlawful and/or unenforceable term would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the term will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant term will be deemed to be deleted).

17.3 No Engagement will constitute a partnership, agency relationship or contract of employment between the parties.

17.4 Neither these Terms and Conditions nor any Statement may be varied except by a written document signed by or on behalf of each of the parties.

17.5 The Provider may freely assign its rights and obligations under any Engagement without the Customer's consent - providing that, where the Customer is a consumer, such action does not serve to reduce the guarantees benefiting the Customer under the Engagement. Save as expressly provided in this Clause or elsewhere in these Terms and Conditions, neither party may, without the prior written consent of the other party, assign, transfer, charge, license or otherwise dispose of or deal in any rights or obligations under any Engagement.

17.6 Each Engagement is entered into for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement relating to any Engagement are not subject to the consent of any third party.

17.7 Subject to Clause [10.1]:

(a) these Terms and Conditions and the relevant Statement will constitute the entire agreement between the parties in relation to an Engagement, and supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter; and

(b) neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into an Engagement.

17.8 Each Engagement will be governed by and construed in accordance with the laws of England; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with an Engagement.