

TERMS OF AGREEMENT

These are the sole terms of business of Housemaids Direct the Agency and shall govern all transactions between the agency and the client of the agency (the "client") save as otherwise expressly agreed in writing by the agency. These terms and conditions of business apply in preference to and supersede any terms and conditions referred to or relied on by the client whether in negotiation or at any stage in the dealings between the agency and the client in respect of the service supplied by the agency to the client as specified in this Agreement (the "Service").

1. PROVISION OF SERVICE

In consideration of the remittance of the monthly retainer by the client with accordance with clause 2 below the agency will provide the client with access to its database of approved domestic cleaners (each a "cleaner") or other workers. The agency reserves the right to make such variations in the supply of the service as it considers necessary or desirable and to provide only such access to its database as it in its absolute discretion deems necessary. Each worker details of whom are provided by the agency to the client will have been vetted by the agency to such extent as may be deemed necessary or desirable by the agency. Details of the vetting procedure used in individual cases may, where applicable, be requested by the client. Re-allocations are arranged when your worker leaves, ensuring continuity of service. You are paying for access to a database of workers. The agency 'membership' fee is based on the average number of hours you contract to have a worker. The fee remains payable, much like the fee for membership of a sports club, whether or not you choose to take advantage of the agency's service.

2. PAYMENT

2.1 The client shall sign and return to the agency a standing order mandate authorising payment of the sum specified on the front of this agreement to be made by the client's bank in the form of a monthly retainer payable in advance. Such payments will continue until this agreement is terminated whether or not a worker is employed by the client through the agency.

2.2 If this agreement is terminated no rebates will be made by the agency for fees paid in advance or to date. To claim a 'No Charge Month' because a worker is absent through no fault of your own, and the agency is unable to supply a replacement, telephone us within 48 hours of the cleaner's absence on each occasion, so that we can address the problem with the cleaner and secondly once the absences amount cumulatively to a full month, send us a photocopy of the signed Workers Earning Receipt Form with a note of weeks/ days missed. A no charge month cannot be allocated if you fail to request a replacement or to respond to cleaners we put forward to you. We do not refund payments made in advance, so once a no charge month is allocated you simply delay your mandate by one month (or count it as an extra month paid in advance). Or you may like to have a spring clean to make up for missed regular hrs.

2.3 The client is responsible for paying any cleaner, worker, used by the client one week in arrears at an agreed hourly rate together with any travel costs specified on the front page of this agreement or notified by the agency from time to time.

2.4 Unless agreed otherwise with the cleaner a sum of £8 (or such other sum as may be notified by the agency to the client from time to time) will be payable to the cleaner to compensate for expense and inconvenience should the client cancel appointments with the cleaner by giving the cleaner less than 24 hours' notice or no notice at all.

2.5 If the client is to allow the worker the keys to any property of the client, then the client is responsible for obtaining from the cleaner a key security deposit for the amount specified on the key deposit form, copies of which are available on request from the agency.

3. OBLIGATIONS OF THE AGENCY

3.1 The agency will use its reasonable endeavours to obtain from its database a list of suitable cleaners and submit these to the client once the mandate is returned to the agency. The client will be able to interview cleaners and select a cleaner with whom the client will contact directly to carry out interior domestic cleaning and ironing. Some Limited Branches offer other services.

3.2 The agency will not send the mandate to the client's bank until a cleaner has been put forward.

3.3 The agency will use its reasonable endeavours to reply promptly to any queries of the client and assist in arranging interviews between the client and a prospective new or replacement cleaner or cleaners.

3.4 The agency will make available to the client any cleaner's references on request providing the cleaner has been interviewed by the client.

4. OBLIGATIONS OF THE CLIENT

4.1 The client will be responsible for employing any cleaner, for arranging cleaning times, giving instructions and making correct any timely payments at the agreed hourly rate directly to the cleaner.

4.2 Subject to clause 4.3 below provided a cleaner is not self-employed the client shall be responsible for making an appropriate PAYE deductions for tax and National insurance contributions from the remuneration which it pays to the cleaner and agrees to indemnify the agency in respect of any claims or demands which may be made by the relevant

authorities against the agency in respect of income tax and National Insurance relating to the provision of cleaning services by the cleaner.

4.3 There is no requirement for a private householder to categorise their cleaner as their employee. Provided the cleaner is employed in a private dwelling house and paid by the householder clause 4.2 above does not apply. Unless the worker has another job and earns over the tax threshold at the time.

4.4 The client will keep the agency fully informed by giving at least 48 hour's notice of any changes in requirements relating to the days or hours worked by a cleaner, or any complaint about a cleaner which results in the client wishing to appoint a new cleaner in place of existing cleaner. Please ask your worker to complete the Earnings Receipt Form so that we can track all work carried out, and for your own accounting records. It is a statutory requirement to keep the records for 6 years.

4.5 Unless agreed otherwise with the cleaner the client will give 24 hour's notice to the cleaner of any changes to times or material changes in duties in carrying out his or her work.

4.6 The client will supply all the necessary cleaning and ironing materials which must include a working vacuum cleaner and a fully operational steam iron and ironing board.

4.7 The client will give all instructions as to hours to be worked and duties to be performed direct to the cleaner and will be responsible for hiring and firing the cleaner.

4.8 The client must provide a clear set of instructions for the cleaner and must only require him or her to do interior domestic cleaning or ironing.

4.9 Workers are entitled to 4 weeks paid holiday per annum. This is the client's responsibility and is a statutory requirement.

5. INSURANCE

5.1 Each cleaner employed by the client through the agency will be covered by an insurance policy which includes public liability cover providing for a maximum payment of £1,000,000 in the event of damage to or loss of the client's property provided this damage or loss is caused by negligence or omission of the cleaner.

5.2 The insurance policy will only cover loss or damage to property if and to the extent the loss or damage is of the value in excess of £250 and the insurance policy does not cover theft of property or possessions and the agency accepts no liability for claims under the value of £250.

5.3 The insurance policy is subject to a number of further terms and conditions and further details are available from the agency on request.

5.4 The agency will not arrange for the insurance referred to in this clause if the agency fee has not been paid by the client in accordance with the terms and conditions of this agreement.

5.5 An insurance taken out by the client may void the insurance policy referred to in this clause in which event all damage and loss will only be recoverable under the policy of the client.

6. EXCLUSION OF LIABILITY

6.1 The agency hereby accepts liability in the event of death or injury to any person arising out at the negligence of the agency or its agents or employees.

6.2 To the extent permitted by law and subject to the provisions of clause 6.1 the agency hereby excludes liability for any loss or damage whatsoever to the client or any goods of property of the client arising in any way whatsoever including breach of contract, breach of any statutory provisions or implied terms and/or as a result of the negligence of the agency or its servants or agents.

6.3 The agency shall not be liable in any event for any consequential or indirect losses suffered by the client arising in any way whatsoever including without limitation to the generality of the foregoing from breach of contract or in part or as a result of the negligence of the agency or its servants or agents and including any loss of income, loss of profits or loss of interest or opportunity.

6.4 The agency shall not be liable in any circumstances for any consequential or indirect losses incurred by the client as a result of any failure of a cleaner to comply with his or her contractual obligations for whatsoever reason notwithstanding that much a cleaner may have been introduced or recommended by the agency to the client.

6.5 The agency shall not be liable for any failure of, or delay in, performance of a contract or part thereof in pursuance of these terms and conditions which is due partially to the imposition or enactment of any law or statutory regulation whether in the United Kingdom or elsewhere) by any competent authority, strikes, lock-outs, an act of god or natural disaster or other cause or occurrence reasonably beyond the control of the agency.

6.6 All warranties in respect of the service whether implied by statute or common law made expressly or otherwise are hereby excluded to the extent permitted by law furthermore, to the extent permitted by law the agency does not guarantee the service of the performance thereof in any way whatsoever.

6.7 The agency shall not be required to perform or complete the performance nor shall incur any liability for failure to carry out the terms of the agreement If at the relevant time the client is in breach of any obligation to the agency under the contract for the supply of goods or services to the client by the agency.

6.8 The agency is not responsible for failure of any cleaner to return or any consequent loss that may arise as a result.

7. TERMINATION

7.1 The agency can terminate this agreement only by giving one month's notice in writing to the client.

7.2 The client can terminate this agreement only by giving one month's notice in writing to the cleaner and the agency.

7.3 For a period of twelve months following terminations of this agreement the client will not employ any cleaner who is or has been contracted as a cleaner by the client through the agency.

7.4 The client will not refer any cleaner introduced by the agency to any other person except through the agency.

7.5 The restrictions contained in Sub-clauses 7.3 and 7.4 are separate and distinct and each is to be construed separately from the other.

7.6 The restrictions contained in Sub-clauses 7.3 and 7.4 considered reasonable by the parties but in the event that either of such restrictions shall be found to be void but would be valid If some part thereof were deleted or the scope or period reduced, such restriction shall apply with such modification as may be necessary to make it valid and effective.

8. GENERAL

8.1 This agreement is the entire agreement between the agency and the client in respect of the services and no variation of this agreement shall be effective unless such variation is in writing and signed by the client. This agreement replaces any relevant existing agreement between the client and the agency.

8.2 If the Agency agrees with the client or a court of law determines that any provision of this agreement is invalid, illegal or unenforceable the rest of this agreement shall continue unaffected by such invalidity, illegality or unenforceable but the provision in question is either changed by the minimum amount required to make it legal and enforceable, or in the event that this is not possible, taken out altogether.

8.3 No delay or failure on our part to exercise or enforce any rights or remedies to the terms of this agreement shall constitute a waiver of such rights or operate to prejudice the exercise of any such rights at any time thereafter.

8.4 If any provision of this agreement shall be found to be void, invalid or unenforceable the rest of the agreement shall remain in full and effect notwithstanding any such invalidity or unenforceability.

8.5 Any headings to clauses or sub-clauses are for the convenience only and shall not effect the interpretation or construction thereof.

8.6 These terms and conditions shall be construed in accordance with and governed by English law and subject to the jurisdiction of the English courts.