



## Terms and Conditions

By placing an order in person, over the phone or by email, customers are bound to the following "Leo Facilities Limited" Terms and Conditions

We have the right to change our Service Agreements at any time and without notice.

### 1 Interpretation

#### 1.1. In these Conditions:

- 1.1.1. "Charges" means the sums payable from time to time by the Client to Leo Facilities Limited for the provision of Services as set out in the Quotation.
- 1.1.2. "Client" means the person named on the Quotation.
- 1.1.3. "Leo Facilities Limited" means Leo Facilities Limited.
- 1.1.4. "Commencement Date" means the date referred to in the Quotation or if later the date which Leo Facilities Limited starts to provide the Services.
- 1.1.5. "Quotation" means the quotation overleaf.
- 1.1.6. "Services" means the provision of contract cleaning services as referred to in the Quotation.

1.2. The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted, or extended at the relevant time.

1.4. In these Conditions where two or more individuals are included in the expression "the Client" any obligation provided by them shall be deemed to be made by such persons jointly and severally.

### 2. Duration

2.1. Subject to the remaining provisions in these Conditions Leo Facilities Limited shall provide the Services for an initial period of (3 months, where applicable) from the Commencement Date and thereafter unless or until notice is served in accordance with clause 11.

### 3. Client Obligations

#### 3.1. The Client shall provide free of charge:

- 3.1.1. all necessary light, hot water, and other facilities (as distinct from materials) which may be required to enable Leo Facilities Limited to carry out the Services.
- 3.1.2. suitable and safe accommodation for such equipment and materials as Leo Facilities Limited deems necessary to leave on the Client's premises.
- 3.1.3. access to the premises referred to in the Quotation to enable Leo Facilities Limited to provide the Services from time to time.

3.2. The Client shall also ensure that the premises where Leo Facilities Limited are to provide the Services are safe for its employees, servants, and agents.

### 4. Acceptance

4.1. Upon Leo Facilities Limited receiving written confirmation that the Client accepts the Quotation Leo Facilities Limited shall use all reasonable endeavours to provide the Services subject to the Quotation and these Conditions.

4.2. Once the Quotation has been accepted by the Client it may not be cancelled (in whole or part) or varied by the Client except with the agreement in writing of Leo Facilities Limited and on terms that the Client shall indemnify Leo Facilities Limited in full against all loss (including loss of profit), costs (including cost of all



labour and materials used), damages, charges and expenses incurred by Leo Facilities Limited as a result of cancellation or variation including (without limitation) any cancellation and/or penalty charges imposed on Leo Facilities Limited by any third party.

**4.3.** No variation to the Conditions shall be binding unless agreed in writing between the Client and Leo Facilities Limited.

## **5. Services**

### **5.1 Regular Domestic Cleaning**

**5.1.1.** Leo Facilities Limited fees are payable by the client monthly or weekly by standing order, faster payment, or cheque, these will be paid into our nominated account.

**5.1.2.** Leo Facilities Limited reserves the right to suspend cleaning services if monthly payments are missing.

**5.1.3.** Minimum duration of 2 hours per cleaning visit applies for all domestic cleaning services.

**5.1.4.** Our client advisor can only give an estimate of the duration of the cleaning service, based on visual inspection of the property. Please note that the duration may vary and therefore a degree of flexibility is required

**5.1.5.** Leo Facilities Limited agrees to provide a task list and all cleaning detergents and equipment (vacuum cleaner, mop, bucket, and step ladder) required to carry out the service, unless other arrangements have been made with Leo Facilities Limited. Any cleaning equipment provided by the customer, should be safe and in full working order.

**5.1.6.** If collection of keys is required from a location outside the postal code area charges may apply

**5.1.7.** All fragile and highly breakable items must be secured or removed items excluded from liability are cash, jewellery, items of sentimental value (the customer will only be credited with the items current market value but not exceeding its original purchase price or recommended retail price), art and antiques

**5.1.8.** Leo Facilities Limited will not be responsible for triggering any alarm systems. Customers should give any special instructions for deactivation/activation of any household alarms

**5.1.9.** One-month minimum contract length applies for all domestic regular cleaning services

Each year we will review your service plan, to ensure it is still in line with the clients' needs and at this stage we may also need to review your plan price in line

### **5.2 End of Tenancy Cleaning / Move in and out cleaning / After Party Clean**

**5.2.1.** Leo Facilities Limited reserves the right to amend the initial quotation, should the clients' requirements change

**5.2.2.** If collection of keys is required from a location outside the postal code area charges may apply

**5.2.3.** The client must allow the cleaner access to hot water and power

**5.2.4.** Minimum duration of 3 hours per cleaning visit applies

**5.2.5.** Leo Facilities Limited will not be responsible for triggering any alarm systems. The client should give any special instructions for deactivation/activation of any household alarm systems.

**5.2.6.** Leo Facilities Limited will provide all cleaning detergents and equipment (Vacuum cleaner, mop, bucket, and step ladder) required to carry out the service.

**5.2.7** Our client advisor can only give an estimate of the duration of the cleaning service, based on visual inspection of the property. Please note that the duration may vary and therefore a degree of flexibility is required

**5.2.8** In case of a complaint, Leo Facilities Limited requires to be notified within 24 hours after completion of the cleaning work.

### **5.3 After Builders Cleaning**

**5.3.1** Leo Facilities Limited reserves the right to amend the initial quotation, should the clients' requirements change

**5.3.2** If collection of keys is required from a location outside the postal code area charges may apply

**5.3.3** The client must allow the cleaner access to hot water and power



**5.3.4** Leo Facilities Limited will not be responsible for triggering any alarm systems. The client should give any special instructions for deactivation/activation of any household alarm systems.

**5.3.5** Leo Facilities Limited will provide all cleaning detergents and equipment (Vacuum cleaner, mop, bucket, and step ladder) required to carry out the service.

**5.3.6** Our client advisor can only give an estimate of the duration of the cleaning service, based on visual inspection of the property. Please note that the duration may vary and therefore a degree of flexibility is required

**5.3.7** In case of a complaint, Leo Facilities Limited requires to be notified within 24 hours after completion of the cleaning work.

#### **5.4 One-off / Spring Clean / General Cleaning**

**5.4.1** The sales advisors can only give a rough estimate of the duration of the cleaning service, which is based on a description of the Clients property. Please note that duration may vary therefore a degree of flexibility is required.

**5.4.2** All fragile and highly breakable items must be secured or removed items excluded from liability are cash, jewellery, items of sentimental value (the customer will only be credited with the items current market value but not exceeding its original purchase price or recommended retail price), art and antiques

**5.4.3** Leo Facilities Limited will provide all cleaning detergents and equipment (Vacuum cleaner, mop, bucket, and portable ladder) required to carry out the service

**5.4.4** If collection of keys is required from a location outside the postal code area charges may apply

**5.4.5** The client must allow the cleaner access to hot water and power

**5.4.6** Leo Facilities Limited will not be responsible for triggering any alarm systems. The client should give any special instructions for deactivation/activation of any household alarm systems.

**5.4.10** In case of a complaint, Leo Facilities Limited requires to be notified within 24 hours after completion of the cleaning work.

#### **5.5 Carpet Cleaning**

**5.5.1** Leo Facilities Limited reserves the right to amend the initial quotation, should the client's original requirements change

**5.5.2** If the customer has a dog, cat, or other hairy pet then Leo Facilities Limited reserves the right to charge an additional amount to the service price due to the extensive amount of animal hair slowing down the cleaning process

**5.5.3** If water extraction is required due to flooding an additional 25% will be added to the service price

**5.5.4** The client understands that additional parking and congestions/clean air zone charges may apply

**5.5.5** All carpet cleaning orders are subject to £50.00. minimum charge.

**5.5.6** If collection of keys is required from a location outside the postal code area charges may apply

#### **5.6 Regular Office Cleaning / Commercial Clean / Residential**

**5.6.1** Leo Facilities Limited fees are payable by the client monthly or weekly by standing order, faster payment, or cheque. These will be paid into our nominated account.

**5.6.2** Leo Facilities Limited reserves the right to suspend cleaning services if monthly payments are missing.

**5.6.3** Minimum duration of 2 hours per cleaning visit applies for all commercial cleaning services.

**5.6.4** Our client advisor can only give an estimate of the duration of the cleaning service, based on visual inspection of the property. Please note that the duration may vary and therefore a degree of flexibility is required

**5.6.5** Leo Facilities Limited agrees to provide a task list and all cleaning detergents and equipment (vacuum cleaner, mop, bucket, and step ladder) required to carry out the service, unless other arrangements have been made with Leo Facilities Limited. Any cleaning equipment provided by the customer, should be safe and in full working order.

**5.6.6** If collection of keys is required from a location outside the postal code area charges may apply



**5.6.7** Leo Facilities Limited will not be responsible for triggering any alarm systems. Customers should give any special instructions for deactivation/activation of any household alarms

## **6. Charges**

**6.1.** All prices quoted in the Quotation are valid for thirty days only or until earlier confirmation by the Client after which time they may be altered by Leo Facilities Limited. Leo Facilities Limited reserve the right to make periodic or annual pricing adjustments at the beginning of each year without giving notice to the Client. Cost increases are designed to keep in-line with inflation and or changes in PAYE law or Bank Holidays that affect our basic costs.

**6.2.** All prices quoted in the Quotation are valid for thirty days only or until earlier confirmation by the Client after which time they may be altered by Leo Facilities Limited without giving notice to the Client.

**6.3.** The Client shall pay Leo Facilities Limited the Charges and any additional sums which are agreed between Leo Facilities Limited and the Client for the provision of the Services. Charges are based on weekly contract rates as per the quotation but invoiced monthly. Official bank holidays will be charged for unless by written agreement. All other working days including client's annual shutdown such as Christmas periods will be charged for (even if Leo Facilities Limited are unable to access the site) unless agreed in writing.

**6.4.** Leo Facilities Limited Ltd will supply consumables at market competitive prices (TBA) unless agreed to in writing. Leo Facilities Limited will therefore undertake to monitor stock usage and re-set consumables at each site visit.

**6.5.** All Charges quoted to the Client for the provision of the Services are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

**6.6.** If payment is not made on the due date (7 days after invoice) Leo Facilities Limited shall be entitled, without limiting any other rights it may have:

**6.6.1.** to charge interest on the outstanding amount. Interest will therefore be charged on the following basis; If full payment is not received on an invoice after 60 days from the date of invoice it will incur interest at 8% above the Bank of England base rate. In addition to all Management time, Court Charges and professional fees incurred in recovering the debt. Leo Facilities Limited fees are payable by way of standing order, faster payment, or cheque, these will be paid into our nominated account.

**6.6.2.** In the event of late payment, Leo Facilities Limited reserve the right to cancel the Services or suspend further provision of the Services without further notice.

**6.6.3** Any issues with regards to quality, standards or pricing on any works must be referred to our accounts department immediately or within 24 hours of works being undertaken as failure to report any occurrence will invalidate your claim.

**6.6.4.** If either the principal is made Bankrupt or that we believe that the company is in or imminently likely to fall into receivership or liquidation, Leo Facilities Limited Ltd or its authorised personnel reserve the right to enter the client premises, retrieve its equipment together with capital assets that will achieve the approximate value (at auction) of the outstanding debt.

## **7. Complaints**

**7.1** The customer accepts and understands that poor service, breakage/damage, or theft must be reported with 24 hours from the service date. Failure to do so will entitle the customer to no refunds

**7.2** Leo Facilities Limited may require the presence of the customer or his/hers presentative in the beginning and at the end of the cleaning session as an inspection can be carried out and if any corrections, should be made on the same day.

**7.3** Leo Facilities Limited may take up to 7 working days to respond to a complaint



**7.4** Leo Facilities Limited will not accept a complaint based on it being filed more than 24 hours after the cleaning session

**7.5** Complaints are accepted verbally over the phone and in writing via email or text. Complaints must be reported on completion or in the following 24-hour

## **8. Insurance**

**8.1** Leo Facilities Limited has Public Liability Insurance. The policy will cover any accidental damages caused by an operator working on behalf of 'Leo Facilities Limited, reported within 24 hours of the service date.

**8.2** Leo Facilities Limited reserves the right to refuse to share any of the confidential company's documents

## **9. Customer Satisfaction**

**9.1** If the customer is not completely satisfied with a cleaning job. Leo Facilities Limited will re-clean any areas and items to customers satisfaction. Therefore, the customer must allow the cleaner to be returned

**9.2** Customers may be always present during the recovery clean. Leo Facilities Limited reserves the right not to return the cleaner more than once.

## **10. Liability**

**10.1** Leo Facilities Limited reserves the right not to be liable for:

**10.1.1** Completing tasks which are not on our stated on our task list.

**10.1.2** Cleaning jobs not complete due to lack of hot water or power

**10.1.3** Third parties entering or present at the customers premises during the cleaning process

**10.1.4** Wear or discolouring of fabric becoming more visible once dirt has been removed

**10.1.5** Failing to remove old/permanent stains that cannot be removed using our standard carpet cleaning methods

**10.1.6** Existing damage or spillage that cannot be cleaned/removed completely using cleaning detergents and equipment or using our stand carpet cleaning methods

**10.1.7** If the customer has got any items which need special cleaning methods and special cleaning detergents. 'Leo Facilities Limited' reserves the right to refuse the provision of the cleaning detergents

**10.1.8** Leo Facilities Limited will advise the client to provide the specific cleaning detergents and to pass cleaning instructions to the sales advisers when placing the order or give instructions to the present cleaner.

**10.1.9** All fragile and highly breakable items must be secured or removed items excluded from liability are cash, jewellery, items of sentimental value (the customer will only be credited with the items current market value but not exceeding its original purchase price or recommended retail price), art and antiques

**10.1.10** Any claim for theft or misuse of telecom equipment must be reported to Leo Facilities Limited in writing within 5 days of the incident occurring so that Leo Facilities Limited can take appropriate steps to protect our clients and if necessary, instigate legal proceedings. On conviction (if disputed) any claim for theft or misuse of telecom equipment in connection with these Conditions shall not exceed £1000.00 (unless agreed to in writing) for any one single incident.

**10.1.11** Leo Facilities Limited shall not be liable to the Client or be deemed to be in breach of Leo Facilities Limited's obligations in relation to the Services, if the delay or failure was due to any cause beyond Leo Facilities Limited's reasonable control.

**10.2** In case of damage Leo Facilities Limited will repair the item at cost. If the item cannot be repaired 'Leo Facilities Limited' will rectify the problem by crediting the customer with the item's present cash value toward a like replacement from a Leo Facilities Limited source upon payment of the cleaning services rendered.

**10.3** Key replacement/locksmith fees are paid only if keys are lost by our operatives. There is a £30.00 per household liability limit

**10.4** Leo Facilities Limited agrees to keep all customers information confidential

## **11. Cancellations**

### **11.1 Regular Domestic Cleaning**

**11.1.1** Customer may cancel or adjust the time of a cleaning visit/s by giving at least 24 hours advanced notice

**11.1.2** Customer agrees to pay the full price of a cleaning visit if the customer cancels less than 24 hours prior to the scheduled appointment

**11.1.3** Customer agrees to pay the full price of the cleaning visit in the event of a lock-out caused by our cleaners being turned away; no one home to let them in; or problem with customer's keys.

**11.1.4** Customer may terminate the cleaning service by giving 4 weeks (28 days) advanced notice in writing and specifying the last cleaning date and give reason.

### **11.2 End of Tenancy Cleaning / Spring Cleaning / After Party Clean / Commercial Cleaning**

**11.2.1** 24 hours' notice is required if a customer decides to cancel or re-schedule a cleaning appointment

**11.2.2** The customer agrees to a cancellation fee of £30.00 if the customer cancels less than 24 hours prior to the scheduled appointment

**11.2.3** The customer agrees to a cancellation fee of £30.00 in the event of a lock-out caused by our cleaners being turned away; no one home to let them in; or problem with customer's keys.

**11.2.4** The customer agrees to pay full price of the cleaning if the cleaning cannot take place due to the lack of water or power

### **11.3 Carpet Cleaning**

**11.3.1** 48 hours' notice is required if a customer should either decide to cancel or reschedule a carpet cleaning appointment

**11.3.2** The customer agrees to pay a £30.00 cancellation fee if the customer cancels less than 48 hours prior to the scheduled appointment

**11.3.3** The customer agrees to pay a £30.00 cancellation fee in the event of a lock-out caused by our cleaners being turned away; no one to let them in; or problem with customer's keys.

**11.3.4** The customer agrees to pay full price of the cleaning if the cleaning cannot take place due to the lack of water or power

### **11.4 Regular Office Cleaning / Commercial Clean / Residential**

**11.4.1** Either party shall be entitled to terminate the Services provided by Leo Facilities Limited hereunder by giving not less than (12 weeks) prior written notice after the initial trial period is served. On termination of the service, all outstanding invoices will become due immediately and the final invoice will be raised (in advance) final invoice and any other outstanding amounts must be paid on completion of service and handover of keys. TUPE LAW Governing acts detailed below may apply to this contract.

**11.4.2** Provisions relating to employment rights on the transfer of an undertaking are contained in the Transfer of Undertakings (Protection of Employment) Regulations 1981 (SI 1794), as amended by the Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1987 (SI 442), the Trade Union Reform and Employment Rights Act 1993, the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1995 (SI 1995 No. 2587) and the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1999 (SI 1925).

## **12. non-Solicitation**



**12.1** The Client shall not during the term of the Services and for a period of (12) months after expiry or termination howsoever caused solicit or engage Leo Facilities Limited's staff who have been employed or engaged in the provision of the Services (in whole or part).

**12.2** If the Client is in breach of clause 8.1 above then the Client shall indemnify Leo Facilities Limited against all costs, claims and expenses that are incurred because of such breach including (without limitation) the costs incurred in employing a substitute person and training the said person to a similar standard to the person who has been solicited. This provision shall be without prejudice to Leo Facilities Limited's ability to seek injunctive relief.

### **13. General**

**13.1.** These Conditions together with the Quotation constitute the entire agreement between the parties and supersede any previous agreement or understanding. All other terms and conditions, express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

**13.2.** Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

**13.3.** No failure or delay by either party in exercising any of its rights under these Conditions shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

**13.4.** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

**13.5.** Leo Facilities Limited shall be entitled to assign or otherwise transfer or use the services of a sub-contractor agent or otherwise to carry out any of its rights and obligations under these Conditions.

**13.6.** English law shall apply to the contract and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

**13.7.** Save as expressly permitted it is not intended that a third party has a right to enforce a provision of this agreement under the Contracts (Rights of Third Parties) Act 1999. © Copyright 2021 Leo Facilities Limited Ltd. This website is subject to our Terms of Use.