

## EMAIL MUM LIMITED – TERMS OF TRADE

### Part One: Our Exclusive Service To You, The Client

#### **1. Service Commitment**

1. Email Mum Ltd will provide clients with a high quality bespoke housekeeping service through fully trained staff members directly employed and insured by the company (no agencies involved).
2. All cleaning products are provided by Email Mum Ltd in line with current COSHH regulations; the client is not responsible for supply. However, the client is asked to provide a serviceable vacuum cleaner and a mop/bucket.
3. The company is committed to do their best to deliver a regular service to the client, and will endeavour to provide adequately trained cover staff in the event of holidays or sickness on the part of the client's regular housekeeper, unless the client requests at time of contract commencement to only have their regular housekeeper perform Email Mum Ltd services. Due to the nature of emergency absence, we cannot guarantee we can always provide a cover housekeeper. Please see 'Cancellation Policy' for more on emergency situations.
4. Email Mum Ltd operates a **standard Christmas Shutdown period** per annum, where services are suspended from Christmas Eve to New Year's Day inclusive.

#### **2. Price Of Service**

- 2.1 The hourly housekeeping rate quoted is inclusive of VAT.
- 2.2 The company's pricing policy includes the right to implement a small annual rise. If this right is exercised, it will usually but not exclusively be around September/October, in line with our Balancing Payment year. The company may also have to add a travel charge to the service fee, if the client's exclusive housekeeper is travelling beyond the company's accepted distance from their home and is therefore claiming mileage reimbursement. This will be conveyed to the client at the appropriate time if applicable.
- 2.3 Email Mum Ltd operates a **Suspension of Service policy for non-payment of invoices/service visits**. More details are provided in Part Two: Payments Policy.

#### **3. Warranties and Liability**

- 3.1 Email Mum Ltd warrants that housekeeping services will be undertaken with reasonable care and skill and, as far as reasonably possible, in accordance with the Contract and individual property service agreement.
- 3.2 Email Mum Ltd is **fully and comprehensively insured** to current UK company liability standards for accidental damage or loss caused to household items as a direct result of housekeeper error. Our comprehensive cover includes:
  - Public Liability – this covers compensation to members of the public in the event of accidental injury damage to property or obstruction, trespass, nuisance or interference with any right of way, air, light or water.
  - Employer's Liability – Injury to employees in the course of their employment by us.
  - Internal Fixtures & Fittings – Email Mum Limited covers all accidental damage caused by our employees. Claims of up to £250 will be directly reimbursed by the company; claims exceeding £250 will be processed through the insurance company.
  - Email Mum Negligent Damage Cover – Negligent damage is classed by insurance companies as damage caused as a result of poor workmanship e.g. if a housekeeper applies an incorrect cleaning product on a leather sofa and the sofa was subsequently damaged, and traditionally, there would be no pay out. However, Email Mum Ltd offers to reimburse clients for any damage occurring as a result of direct negligence on the part of our staff, one of the only cleaning companies to our knowledge to offer this. \*Please see Clause 3.6 for specifics and policy on specialist floor and surface cleaning products and provision of by clients.
  - Keyholders Protection Policy – This covers the client in the event of any loss or damage to their property as a direct result of company negligence with the loss of their admittance key(s). Clients are fully covered for lock replacements, damage or any other loss resulting from a break-in due to key misplacement.

NB. If client's vacuum cleaner or any other electrical appliance used during visits develops a fault, Email Mum Ltd cannot be held responsible for the item's repair. The general wear and tear of any electrical appliance provided by the client is not included in the company's insurance and claims policies.
- 3.3 Damage claims must be submitted in writing within 24 hours of the accident, and a managerial representative of the company will need to see the item in order for reimbursement or replacement to be granted. If replacement of item is subsequently taken care of by the client, a proof of purchase receipt will then be required for reimbursement.
- 3.4 It is company policy to ensure that all health and safety guidelines are followed, including risk assessments and COSHH documentation.
- 3.5 Force Majeure rules also apply, which frees Email Mum Ltd or the client from liability or obligations due to non-performance or delayed performance of services when any extraordinary event occurs beyond the parties' control, resulting in prevention of said housekeeping services.
- 3.6 It is the client's responsibility to inform the company about **any special items, floors or surfaces within their property that require a different kind of care and/or products used on the cleaning of them**. NB. If the client has not informed the company of this beforehand, and damage through use of incorrect products occurs, it will then be down to the company management's discretion on whether to reimburse the client.

#### **4. Cancellation Policy**

**On The Part of the Client:**

- 4.1 In Cases of Client Sickness Or Emergency Resulting in Cancellation – The client is required to notify the company of the cancellation **by 8.30am on the morning of the scheduled service visit**. If notification is not conveyed to the company by this specified time, then a **late cancellation charge** of 70% of the scheduled service visit (inclusive of VAT) will apply.
- 4.2 In Cases of Client Not Requiring Service Due To Client Being Absent on Booked Holiday – The client is required to inform Email Mum Ltd that visit(s) will not be required on dates of booked holiday no less than **two weeks beforehand**. If no notification is given to the company and a clean is conducted, then normal service visit charges will apply. For those clients who do not provide Email Mum Ltd with an entrance key, the 70% late cancellation charge as outlined in Clause 4.1 will apply.
- 4.3 For Termination of Regular Service – Email Mum Ltd requires a minimum of **four weeks' notice** for termination of service, unless it is within one month of commencement of the housekeeping service, or in circumstances of client and company dispute. Termination times are as follows: for visits of once a week or once a fortnight – **four weeks' notice required**; for two visits a week – **eight weeks' notice required**; for three visits a week – **twelve weeks' notice required**, and so on by four weekly terms per extra weekly visit.
- 4.4 For Temporary Suspension of Regular Service – Email Mum Ltd will guarantee to hold a client's preferred service slot open for two weeks without the need of a service retainer. After this period, if no retaining fee is agreed, the company reserves the right to pass that slot onto another client. Email Mum Ltd cannot guarantee that with resumption of service, they will be able to provide the same housekeeper as she/he who was available prior to the suspension period.
- 4.5 Cancellations – Email Mum Ltd allows a reasonable amount of cancellations by the client through the year, in such cases as listed above in Clauses 4.1 and 4.2. However, **if a client is cancelling the service on a regular basis**, the company reserves the right to review said client's service agreement and visit frequency, and make what changes are deemed necessary to protect the work of the affected housekeeper. The company also reserves the right to invoke a cancellation charge, as above, in these situations. NB. The company will always approach the client in the first instance before applying a charge or making any definite changes to the service agreement.

#### **On The Part of the Company:**

- 4.5 In Cases of No Staff Member Arrival On Expected Visit Day – It is the responsibility of the company to alert the client if their regular housekeeper cannot undertake a scheduled visit. If the client is expecting a visit and no Email Mum Ltd representative arrives, **the company requests that the client inform them as soon as possible**. The company will then take appropriate action depending on the circumstances resulting in non-arrival. The company will endeavour to offer the client an alternative visit day wherever possible. If non-arrival is due to an emergency, then Clause 4.7 will apply.
- 4.6 In Cases of Staff Member's Scheduled Holiday – Email Mum Ltd will inform and provide the client with temporary cover staff, fully trained according to the company's regulated standards, unless the client has previously requested that no cover staff be sent when their regular housekeeper is unavailable or unexpected circumstances render the company unable to send an appropriately trained Email Mum Ltd staff member.
- 4.7 In Cases of Staff Member's Unforeseen Absence Due To Sickness or Emergency – **Email Mum Ltd cannot guarantee that there will be adequate staff resource available at very short notice to cover an unexpected absence**. However, the company will do their best wherever possible to send a fully trained replacement member of staff within 48 hours of the scheduled service, or the client's regular housekeeper at a later date, if the client is agreeable to the temporary change of visit day and staff schedules allow. The client also has the right to refuse a replacement if the emergency alternative suggested is inconvenient.
- 4.8 In Cases of Staff Member's Absence Due To Long Term Sickness – Email Mum Ltd will inform and provide the client with cover staff, fully trained according to the company's regulated standards, unless the client has previously requested that no cover staff be sent when their regular housekeeper is unavailable or unexpected circumstances render the company unable to send an appropriately trained Email Mum Ltd staff member.

#### **5. Complaints Procedure**

- 5.1 It is Email Mum Ltd's ongoing commitment to provide all of its clients with a high quality service, and if that service standard is not met, to deal with complaints in a fair and confidential manner. To place a complaint against services, the client needs to **contact the management office in the first instance, and within 24 hours of the problem occurring/the visit taking place** (allowance will be made if client is on holiday at time of incident). A reporting process will then be undertaken, which may include a visit to the client property if considered necessary or desired by client. If the outcome of this process is unsatisfactory to the client, the issue will then be passed over to the company directors for further consideration.
- 5.2 Any refunds, if applicable, can only be granted for the visit under investigation. Email Mum Ltd cannot consider reimbursements for housekeeping services completed at any time before or after the complaint is raised. Therefore, **the client must ensure that any dissatisfaction with service is raised at the time** of the scheduled housekeeping visit to ensure a satisfactory outcome for both client and company.

#### **6. Breach of Contract**

- 6.1 Please be advised that all Email Mum Ltd staff members are working under an 'Anti-Trust' contract. Therefore, **any separate agreement made between Email Mum Ltd clients and individual Email Mum Ltd housekeepers to the detriment of the company would result in legal proceedings**.
- 6.2 Email Mum Ltd reserves the right to terminate any contract if its members of staff are asked to perform any task that breaches current health and safety regulations, or places any staff members in a position that threatens their well-being.

## **7. Confidentiality**

7.1 Confidentiality is an essential requirement of Email Mum Ltd's dedicated service to the client. We will respect and protect our clients' confidential details **at all times**, by way of conditions of employment and the ongoing training and management of our staff members.

## **8. Other**

8.1 Email Mum Ltd reserves the right to alter these terms and conditions of service at any time, to comply with any relevant safety or statutory requirements.

8.2 English law applies to the Contract and the Terms, and the parties hereby submit to the non exclusive jurisdiction of the English courts.

8.3 Definitions:

'The Client'	-	the recipient of Email Mum Ltd's housekeeping services
'The Company'	-	Email Mum Ltd, insured provider of domestic housekeeping services
'Staff Member'	-	trained housekeeper directly employed by Email Mum Ltd
'Service'	-	housekeeping duties or tasks provided by Email Mum Ltd, agreed with client
'Contract'	-	contract between Email Mum Ltd and the client incorporating these terms
'Parties'	-	the client and the company, as specified above
'One over One'	-	a method of payment in which client settles bill after each cleaning visit
'BP'	-	referring to our Balancing Payment settlement procedure (shortened version)

## **Part Two: Payment Policy**

### **9. Payments Procedure**

- 9.1 Email Mum Ltd operates a Balancing Payment settlement scheme, in which the client agrees to pay twelve set monthly payments, equal to their average monthly cost of service, directly into the company bank account by the 25<sup>th</sup> of each calendar month, starting from the month of service commencement. This amount is calculated on an individual basis, dependant on each client's service agreement and visit times, and allowing for a couple of cancellations on either side through the twelve month period. Each account will be reviewed on a regular basis by the company (usually but not exclusively every six months), and any excessive deficit or credit due to cancellations or extra services received will be raised with the client. At the end of each client's twelve month Balancing Payment period, the client will be contacted with details of how their account stands. For any deficits, the client will usually be asked to make a one-off payment for that amount. For any credit in their account, the client may elect to receive a one-off payment for the overpaid amount from the company or alternatively, request to have this credit carried forward into their new year's service agreement, and have their new monthly Balancing Payment amount recalculated and reduced accordingly. For any deficit amounts that have accumulated close to the new BP year calculations, the company will request a one-off settlement of this payment before the new BP year's calculations and monthly fees are set. For any deficit accumulated at other times through the BP year, the company will usually allow these to be divided up into recalculated monthly fees rather than request a one-off settlement.
- 9.2 In very rare circumstances, Email Mum Ltd may consider allowing a client a One Over One payment agreement. For One Over One payments, the client agrees to settle the amount of each housekeeping visit **within 72 hours** of the visit taking place, unless a complaints procedure is underway. If settlement is not received within this credit period, charges as outlined in Clause 10.3 and 10.4 will apply.
- 9.3 In very rare circumstances, Email Mum Ltd may consider allowing a client a monthly credit account payment system. Monthly credit accounts are granted on a 'services paid in arrears' arrangement, in which an invoice will be generated for the client at the end of each month and sent out at the beginning of the month following. Invoice amounts must be settled by the client by the 10<sup>th</sup> day of the calendar month in which the invoice has been sent i.e. Invoice for January services will be processed and sent to client at the beginning of February; client must then settle amount stated by the 10<sup>th</sup> day of February. If permission has been granted for the client to pay by cheque, allowance must be made for the five working days of clearance (plus postage time if applicable) to ensure that the monthly account is still cleared by the 10th day credit condition.

### **Payment Methods**

- 9.5 Email Mum Ltd does not accept any cash payments.
- 9.6 The settlement method of service charges is by bank transfer (direct from client account to company bank account). Company bank details are provided for this purpose.
- 9.7 In extenuating circumstances, the company may consider cheque payment by special arrangement (which can be collected by the housekeeper when at the property or posted if preferred). **This is subject to a handling charge of £2 per cheque.** The client must ensure that allowance is made for clearance of cheques so they are not exceeding the 15<sup>th</sup> monthly date credit condition.

### **10. Credit Terms**

- 10.1 Balancing Payment amounts must be set up to be received by the company by the 25<sup>th</sup> of each calendar month. It is the responsibility of the client to alter any Balancing Payment amounts **as soon as alerted** by the company in the event of adjustments to services received etc. Any monies owing by or owed to the client after an agreed period of time (usually annually) will be settled to both parties' agreement, usually, but not exclusively, resulting in a one-off payment of credit or debit by the client or company. See Clause 9.1 for further details.
- 10.2 Settlement of One Over One accounts must be made within 72 hours of completion of the scheduled service visit. If payment is not received and no complaint procedure or dispute applies and/or no valid reason is put forth for non-payment, Clauses 10.3 and 10.4 will be put into effect. Settlement of monthly credit accounts must be remitted by the 10<sup>th</sup> day of the calendar month in which invoice is received by client (for services performed without payment in the previous calendar month). If no payment is received within this credit period, and no valid reason is put forth for non-payment, Clauses 10.3 and 10.4 will be put into effect.
- 10.3 Email Mum Ltd will implement a 3% late payment fee to any client exceeding the agreed credit terms, unless the reason for non-payment is considered valid and acceptable on that occasion by the company. This late payment fee will be applied for the month in question, and every month following at a rate of 3% upon the total outstanding account amount as it stands per month, until the account is paid in full.
- 10.4 Email Mum Ltd reserves the right to suspend any regular housekeeping service at any time if a client exceeds the agreed credit terms, and the amount owed to the company is undisputed. Suspension of service is undertaken in cases of non-payment of services already rendered in good faith by the company, and if considered necessary by the company directors, in the event of a dispute between client and staff members/company.
- 10.5 For any non-payment of monies owing for undisputed services received, Email Mum Ltd will, wherever necessary, pursue recovery by legal means. If this must ever be implemented, all legal fees, late payment fees and late payment interest will be added to the original amount owing on the account. This will also apply to any deficit that may be on the account.

**Part Three: Attestation**

Items In My Home That I Do Not Want To Be Touched:

Products I Do Not Want Used In My Home:

I, the client, attest that I have read and understood the above terms of trade, and that in accepting Email Mum Ltd housekeeping services into my home, I have agreed to abide by the company's terms and specifications as stated.

I also agree to inform Email Mum Ltd of any changes to my property from that information I have given on commencement of this contract i.e. home improvements, specialist floors and surfaces etc.

Signed: .....

Name: .....

Date: .....

Signed on behalf of Email Mum Ltd:

Signed: .....

Title: .....