Terms & Conditions; Deep Cleaning

1. Interpretation

(a) Definition

Charges: the charges payable by the Client for the supply of the Services by Sistermatic Cleaning Ltd. as set out in this Agreement.

Conditions: these terms and conditions set out in clause 1 (Interpretation) to clause 22 (General).

Agreement: the contract between the Client and Sistermatic Cleaning Ltd.

Services: the services, including without limitation any Deliverables, to be provided by Sistermatic Cleaning Ltd. pursuant to the Contract, as described in this Agreement.

Cleaning Technician: the individual (or sub-contractor) carrying out cleaning services on behalf of Sistermatic Cleaning Ltd.

Client: the person, company or corporate body together with any subsidiary or associated company (including Estate Agents) as defined by the Company Act 1985 to whom services are supplied by the Sistermatic Cleaning Ltd.

Private Client: Also refers to an individual or landlord that engages the services of the Company for personal, non-commercial use.

Commercial Client: Also refers to any business, organization, or entity, including estate agents, landlords, or property management companies, that engages the services of the Company in a professional or commercial capacity. Commercial Clients schedule services on behalf of themselves, tenants, or third parties, typically for business properties, rental properties, or as part of their commercial operation

Effective Date: the day on which the Sistermatic Cleaning Ltd.is to start provision of the services, as set out in the Contract Details.

(b) Interpretation

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to writing or written includes fax and email.

2. Term and Termination

By placing an order - whether by phone, email, or through our website - you are entering into a binding agreement with Sistermatic Cleaning Ltd. and agree to be governed by these Terms & Conditions.

3. Services

Sistermatic Cleaning Ltd. agrees to provide the Client with Deep cleaning services as outlined in this agreement. The services offered include, but are not limited to:

a) Move-In / Move-Out Cleaning: A deep clean of vacant properties, focusing on preparing the space for new occupants.

b) End-of-Tenancy Cleaning: An end of tenancy clean refers to the type of clean required when a tenant moves out of a rented accommodation.

c) First-time domestic clean / Mid-to-Deep Clean / Spring Clean: A comprehensive clean of lived-in properties including but not limited to, cleaning of all rooms; furniture, accessories, ornaments, fixtures & fittings.

For a detailed list of what's included in each type of deep clean, please refer to our Cleaning Services Checklist.

Sistermatic Cleaning Ltd. will provide a sufficient number of Cleaning Technicians (a minimum of two) to clean the Client's property but reserves the right to adjust the number of staff based on training needs or operational requirements.

The duration of the cleaning service will depend on the size and condition of the property, ensuring that all tasks on the day's cleaning schedule are completed. The Client will be charged for the job, not based on the number of hours the cleaning Technician spends at the property.

Any additional Services requested by the Client not included under clause 3 (Services) will be charged per clean. If, at the commencement or during the course of providing the Services, it becomes apparent that the actual cost of the Services will exceed the initial quote, Sistermatic Cleaning Ltd. will inform the Client. The Client will then have the option to either:

- Pay an increased fee to complete the Services, or
- Pay the original quoted amount, understanding that the Services may not be fully completed

For End of Tenancy and Move-In/Move-Out deep cleaning, where the property is unoccupied, services may begin as early as 5:30 AM and can continue until 4:00 PM Monday – Saturday, inclusive of Bank Holidays. Sistermatic Cleaning Ltd. closes on Christmas Day, Boxing Day, and New Years Day. Alternative days during this period to be agreed.

Optional Cleaning Services

The Client has the option to request other cleaning services in addition to the Deep cleaning services outlined in this Agreement. Optional cleaning services may include, but are not limited to, tasks such as:

- Oven + Kitchen Appliances
- Window cleaning; interior, exterior & window channels
- Gutter clearance
- Carpet cleaning
- Upholstery cleaning
- Biohazard cleanups

If the client wishes to schedule any of the above additional services, or a regular domestic cleaning service, Sistermatic Cleaning Ltd. will arrange a site visit to assess the property and determine the specific requirements and this will require its own set of terms and conditions.

If the Client wishes to schedule additional cleaning services, they shall inform Sistermatic Cleaning Ltd., in advance of the desired clean date. The Client should notify Sistermatic Cleaning Ltd. of any additional services when scheduling their Deep clean to ensure proper allocation of time and resources.

The pricing shall be determined based on the scope of work required, and an estimate or quote shall be provided to the Client by Sistermatic Cleaning Ltd. Upon request.

Sistermatic Cleaning Ltd. will make reasonable efforts to accommodate the Client's request at a mutually agreed-upon date and time.

4. Exclusions

Sistermatic Cleaning Ltd.'s Deep cleaning service does not include:

(a) Rubbish and waste clearance.

(b) Biohazard cleaning such as mould, fungus, industrial chemicals, sharps, or pests does not form part of the regular cleaning services and will incur an additional charge.

(c) Electronics: Cleaning and wiping down of T.V's, laptops, computer screens and monitors due to their delicate nature.

(d) Walls and ceilings: Sistermatic Cleaning Ltd. will refrain from wiping down walls, in particular walls which have been painted in a matt finish. This is to avoid paint being wiped off and damage to walls and ceilings. Exceptions are made for specific cases where vinyl paint may have been used and as a means to removing significant markings, splash marks from pets and fingerprints around light switches.

(e) Re-clean of any room or area which has already been cleaned by Sistermatic Cleaning Ltd. but subsequently soiled by the Client, their pet, or anyone else under the Clients' control. Any request for re-cleaning under these circumstances will be subject to additional charges.

(f) Inside kitchen units, vanity units & wardrobes. Only if the space is empty will it be hoovered and wiped clean.

(g) Washing up and drying up.

(h) We are closed on Christmas Day, Boxing Day, and New Years Day. Alternative days during this period to be agreed.

5. Access to Property

(a) In order, to enable Sistermatic Cleaning Ltd. to undertake the services, the Client agrees to give to Sistermatic Cleaning Ltd. a key and/or details of any relevant access codes. If the Client has an alarm and if a code is not provided to Sistermatic Cleaning Ltd., it is expected that the alarm will be turned off on the days that the services are to be provided.

(b) Sistermatic Cleaning Ltd. agrees to keep any details of keys and access codes strictly confidential and take all reasonable steps to ensure the security of any physical keys and access codes. Sistermatic Cleaning Ltd. accepts no liability of any nature for any losses that may arise from the Client's provision of any key and/or access details and the Client hereby

indemnifies Sistermatic Cleaning Ltd. in respect of any losses that may be sustained as a result, however caused.

(c) If Sistermatic Cleaning Ltd. is prevented from gaining access to the Client' property to carry out work as arranged, the time lost to Sistermatic Cleaning Ltd. shall be considered to be 1 hour per employee involved and Sistermatic Cleaning Ltd. reserves the right to invoice the Client accordingly.

(d) Upon the termination of this Agreement, whether by mutual agreement, or termination notice, the Client will promptly retrieve any keys or access codes provided to Sistermatic Cleaning Ltd.

(e) In the event of loss, damage, or unauthorized use of the keys or access codes provided by the Client, Sistermatic Cleaning Ltd. shall promptly notify the Client. The Client will be responsible for any costs associated with replacing or rekeying locks, if necessary.

(f) Sistermatic Cleaning Ltd. shall use the provided keys and access codes exclusively for the purpose of performing cleaning services as specified in this Agreement. Access will only be granted during agreed-upon cleaning times.

(g) The Client agrees to promptly notify Sistermatic Cleaning Ltd. of any changes to access codes or security arrangements related to the premises. Sistermatic Cleaning Ltd. shall update its records accordingly.

(h) Both parties acknowledge that access to the Client's property carries inherent risks. The Client agrees to indemnify and hold Sistermatic Cleaning Ltd. harmless for any claims or losses arising from the use of keys or access codes, except in cases of gross negligence or wilful misconduct by Sistermatic Cleaning Ltd.

(i) In the event, that keys are lost by Sistermatic Cleaning Ltd. Cleaning Technicians while in the course of performing cleaning services, Sistermatic Cleaning Ltd. shall be responsible for covering the costs associated with key replacement or locksmith fees.

(j) The liability of Sistermatic Cleaning Ltd. for key replacement or locksmith fees shall be limited to a maximum of £125 per location where the loss of keys occurs. Any costs exceeding this limit shall be the responsibility of Sistermatic Cleaning Ltd.

(k) While Sistermatic Cleaning Ltd.'s Cleaning Technicians will treat the Client's home with great care and respect accidents can and do happen. In the event of an accident, Sistermatic Cleaning Ltd. will notify the Client on the day of the provided service. Sistermatic Cleaning Ltd. will endeavour to rectify and replace breakages to personal property such as ornaments, lamps or other physical items with like-for-like replacement or a suitable alternative of equivalent value. If the damage requires professional repair, such as the involvement of workmen, Sistermatic Cleaning Ltd. will arrange for the necessary repairs. Please note that additional time may be required to organize and complete such repairs.

(l) The Client agrees to inform Sistermatic Cleaning Ltd. of any incident where an accident, breakage, damage to property has occurred due to the act of the Cleaning Technician within 24 hours of the completed service. Any claims reported later than 24 hours after the scheduled cleaning services will not be considered. If a report of damage is made on a Saturday it must be reported by Monday, 12:00 p.m to be accepted as a valid claim. Sistermatic Cleaning Ltd. may require entry to the location of the claim within 24 hours to correct or assess the damage. All incidents must be reported via email to enquiries@sistermaticcleaning.co.uk and include photographic evidence of the damage where applicable.

(m) Upon receiving a complaint, Sistermatic Cleaning Ltd. will acknowledge receipt within 48 hours and aim to resolve the issue as swiftly as possible. Clients may be asked to provide additional information, such as photographs or detailed descriptions, to assist in the investigation. The resolution process may take up to 5 working days, depending on the complexity of the complaint. Sistermatic Cleaning Ltd. will communicate the progress and resolution steps to the Client throughout the process.

6. Installations/ Fixtures

Sistermatic Cleaning Ltd. shall not be responsible for any damage arising from the faulty and/or improper installation of any items such as shelving, wall units or similar wall fixings It is the Client's responsibility to ensure the proper installation of such items before the commencement of cleaning services. All surfaces, including but not limited to marble, granite, and similar materials, are assumed to be sealed and ready to clean without causing damage. Sistermatic Cleaning Ltd. shall not be liable for any damage to surfaces that were not properly sealed or prepared for cleaning.

7. Rectification

If the Client has a concern regarding the quality of the service provided, he or she is obliged to immediately raise that concern, and in any event no later than 24 hours of the service being provided. If the concern is justified, Sistermatic Cleaning Ltd. will arrange for the re-cleaning or rectification of the area under dispute for no additional charge. The Client will remain liable to pay for hours worked by Sistermatic Cleaning Ltd. and providing the initial services (other than those hours spent rectifying the concern) and no refund will be offered by Sistermatic Cleaning Ltd.

8. Mode of Service

In supplying the Services, Sistermatic Cleaning Ltd. shall:

(a) perform the Services with reasonable care and skill;

(b) perform the Services in accordance with the service and service description set out in clause 2 respectively; and

(c) shall observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Client's premises and have been communicated to Sistermatic Cleaning Ltd., provided that Sistermatic Cleaning Ltd. shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

9. Staff and Safeguarding

(a) Staff Status: Sistermatic Cleaning Ltd. employs a team of trained and vetted cleaning staff who are dedicated to delivering high-quality cleaning services.

(b) DBS Checks: All Cleaning Technicians are subject to Disclosure and Barring Service (DBS) checks to ensure suitability for work in environments such as homes, schools and businesses.

(c) Sistermatic Cleaning Ltd. will comply with all applicable health and safety regulations while performing the Services.

(d) Children: For the safety of the Client's children, the Client is asked to advise the Cleaning Technicians of their presence and location in the property. The Client's children will be required to vacate a room ahead of it being cleaned by Sistermatic Cleaning Ltd.'s Cleaning Technicians.

(e) Animal Faeces: All animal faeces should be properly removed and disposed of before Sistermatic Cleaning Ltd.'s arrival. All pets should be contained for their safety and that of the Cleaning Technicians during the provision of the cleaning service.

(f) The Client agrees to inform Sistermatic Cleaning Ltd. of any potential hazards on the Premises and take all necessary precautions to ensure the safety of Sistermatic Cleaning Ltd.'s Cleaning Technicians.

(g) Working At Height: For the safety of Sistermatic Cleaning Ltd.'s Cleaning Technicians, Sistermatic Cleaning Ltd. will not perform cleaning tasks above a height of 2.5 metres. Sistermatic Cleaning Ltd.'s Cleaning Technicians are provided with foldable large step stools, three tread step ladders (for Deep cleans) and standard extension poles which do cover most eventualities and allow Sistermatic Cleaning Ltd.'s Cleaning Technicians to clean within this height range. The Client must not request or expect cleaning to be performed beyond the stated height limitation. Any tasks requiring work above 2.5 metres will not be undertaken due to health and safety constraints.

(h) Furniture removal: Due to Health & Safety regulations the Cleaning Technician will attempt to only move lightweight furniture, furniture which requires no more than one person. The Client must not request or expect the Cleaning Technicians to clean behind and under corner sofas, wardrobes, chest of draws and appliances which are beyond the stated weight limitation. Sistermatic Cleaning Ltd. will of course clean all areas mentioned here within, if the furniture is moved by the Client before the scheduled cleaning visit.

(i) Glass light shades & fixed shower heads: It is recommended that all shades to ceiling light fittings & fixed shower heads are removed for the

purposes of deep cleaning. Once these items have been deep cleaned it is the responsibility of the Client to re-instate.

(j) Footwear: Cleaning Technicians are required to wear enclosed, non-slip shoes at all times. To respect the cleanliness of the Client's home, Sistermatic Cleaning Ltd.'s Cleaning Technicians will wear a single pair of shoes which are exclusively used for indoor purposes. Sistermatic Cleaning Ltd.'s indoor footwear policy ensures that Sistermatic Cleaning Ltd.'s cleaning Technicians adhere to this policy while maintaining Health & Safety standards.

10. Subcontracting and liability

Sistermatic Cleaning Ltd. reserves the right to subcontract certain services, such as specialized cleaning services (e.g., oven cleaning, carpet cleaning), to trusted third-party contractors. Regardless of subcontracting arrangements, Sistermatic Cleaning Ltd. remains the primary contractor and will invoice the Client directly for all services provided. All contractors and third-party providers are vetted and required to adhere to the same standards of quality and professionalism expected from Sistermatic Cleaning Ltd.

By engaging Sistermatic Cleaning Ltd., the Client agrees that:

a) Sistermatic Cleaning Ltd. assumes full responsibility for the performance of the subcontracted services, including any claims, damages, or disputes arising from these services.

b) Any issues related to the quality of service, insurance claims, or damages will be managed by Sistermatic Cleaning Ltd., and the Client will not be required to pursue the subcontractor directly.

c) Sistermatic Cleaning Ltd. will coordinate with the subcontractor to resolve any concerns on behalf of the Client, ensuring a seamless service

11. Client's Obligations

The Client shall:

(a) cooperate with Sistermatic Cleaning Ltd. in all matters relating to the Services;

(b) provide, free of charge, all necessary electricity, hot water and other facilities, which may be required to enable Sistermatic Cleaning Ltd. to carry out the work. All fragile, breakable and/or high value (whether sentimental or expensive) items must be secured or removed before each service is provided by Sistermatic Cleaning Ltd. and Sistermatic Cleaning Ltd. takes no responsibility for any damage caused to such items;

(c) provide, for Sistermatic Cleaning Ltd., its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by Sistermatic Cleaning Ltd.;

(d) provide, in a timely manner, such information as Sistermatic Cleaning Ltd. may reasonably require, and ensure that it is accurate and complete in all material respects; and

(e) If Sistermatic Cleaning Ltd.'s performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Sistermatic Cleaning Ltd. shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay:

(f) be entitled to payment of the Charges despite any such prevention or delay; and

(g) be entitled to recover any additional costs, charges or losses Sistermatic Cleaning Ltd. sustains or incurs that arise directly or indirectly from such prevention or delay.

(h) For the safety and security of both the Client and Sistermatic Cleaning Ltd., the Client must disclose the presence of any surveillance cameras or recording devices inside the property or on the premises before the cleaning service begins. Sistermatic Cleaning Ltd. reserves the right to request that cameras or recording devices located in areas where cleaning is being conducted are turned off or deactivated during the service. Failure to disclose the presence of such devices may result in the termination of services, and the Client will still be responsible for payment for any completed work.

11. Insurance

Sistermatic Cleaning Ltd. shall provide the Client with a copy of it's public liability insurance policy upon request. The Client may request this information to verify the coverage held by Sistermatic Cleaning Ltd.

12. Excess Payment Responsibility

(a) In the event that a claim is made against Sistermatic Cleaning Ltd.'s insurance policy, and such claim results in a deductible or excess payment ("Excess"), the Client acknowledges and agrees that it shall be responsible for reimbursing Sistermatic Cleaning Ltd. for the Excess amount, up to a maximum of £250 per claim.

(b) The Client acknowledges that the purpose of this Excess responsibility is to encourage responsible and reasonable claims and to minimize claims for minor or low-value damages.

13. Charges and Payment

(a) In consideration for the provision of the Services, the Client shall pay Sistermatic Cleaning Ltd. charges in accordance with the Agreement.

(b) All amounts payable by the Client are subject to VAT at the prevailing rate.

(c) Commercial Client: Payment is due within 28 days of the invoice date. Failure to make payment within 28 days may result in late payment charges and interest, as applicable under the Late Payment of Commercial Debts (Interest) Act 1998.

(d) Private Client: A 50% deposit is required at the time of scheduling with the remaining 50% payable upon completion of the cleaning service.

(e) If the Client fails to make any payment due to the Sistermatic Cleaning Ltd. under the Contract by the due date for payment, then, without limiting the Contractor's remedies under clause 21 (Termination) Sistermatic Cleaning Ltd. may charge interest on the overdue amount.

(f) The Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

(g) Sistermatic Cleaning Ltd. may suspend all Services until payment has been made in full.

(h) All amounts due under the Contract from the Client to Sistermatic Cleaning Ltd. shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

(i) In the event that assigned Cleaning Technicians are unable to work due to sickness or other unforeseen circumstances, Sistermatic Cleaning Ltd. will make reasonable efforts to provide replacement staff. If replacement Cleaning Technicians cannot be arranged, Sistermatic Cleaning Ltd. will offer to reschedule the Service at another time mutually agreed between the Client and Sistermatic Cleaning Ltd.

14. Equipment and Materials

(a) Sistermatic Cleaning Ltd. will provide all necessary cleaning equipment and materials. This includes, but is not limited to, vacuum cleaners, mops, dusters, cloths and cleaning products. Due to Health & Safety compliance regarding the Control of Substances Hazardous to Health Regulations 2002 (COSHH), Sistermatic Cleaning Ltd. is required to: assess the risks that arise from the use of hazardous substances. For this reason, Sistermatic Cleaning Ltd. is unable to make use of the Client's cleaning products. Furthermore, and due to electrical PAT testing regulations, Sistermatic Cleaning Ltd. are unable to make use of the Client's electrical equipment such as vacuum cleaners and steamers.

(b) Consumables such as black bags, bin liners, hand towels, toilet rolls and hand soap are not included within the Services.

15. Photographic Samples

(a) The Client agrees that Sistermatic Cleaning Ltd. may, from time to time, take photographs of the completed cleaning work for the purpose of creating samples and promotional materials. These photographs may

be used for marketing, advertising, or portfolio purposes on various social media platforms.

(b) By entering into this Agreement, the Client grants Sistermatic Cleaning Ltd. the right to use such photographs without further notice or compensation.

(c) Sistermatic Cleaning Ltd. shall take reasonable measures to protect the privacy of the Client and the occupants of the premises in any photographs used for promotional purposes. Sensitive or personal information shall not be disclosed in the photographs.

16. Limitation of Liability

Sistermatic Cleaning Ltd. will take reasonable care when cleaning around electronics and other high-value items. However, the Client is responsible for securing or removing such items before cleaning. Sistermatic Cleaning Ltd. shall not be liable for any damage to fragile, high-value, or electronic items (such as televisions, computers, or appliances) unless such damage is caused by gross negligence or wilful misconduct on the part of Sistermatic Cleaning Ltd. The Client acknowledges that Sistermatic Cleaning Ltd. shall not be liable for any damage to items with pre-existing faults or damage, including but not limited to scratches, malfunctions, or operational defects. The Client agrees to inform Sistermatic Cleaning Ltd. of any such pre-existing damage before the commencement of cleaning.

In no event shall Sistermatic Cleaning Ltd. be liable for any consequential, indirect, special, or punitive damages, or for any loss of personal property, income, or data, even if Sistermatic Cleaning Ltd. has been advised of the possibility of such damages.

Notwithstanding the above, this limitation of liability shall not apply to claims arising from gross negligence or wilful misconduct by Sistermatic Cleaning Ltd.

17. Non-Circumvention and Non-Solicitation

(a) Client agrees not to directly or indirectly engage in any transaction, business dealings, or communication with any third party introduced by Sistermatic Cleaning Ltd.'s for the purpose of avoiding payment or bypassing Sistermatic Cleaning Ltd.'s in any way. The Client further agrees not to make any attempt to circumvent Sistermatic Cleaning Ltd.'s by dealing directly with any suppliers, subcontractors, or service providers that Sistermatic Cleaning Ltd.'s has introduced.

(b) The Client agrees that, during the term of this agreement and following its termination, the Client will not, directly or indirectly, solicit, hire, or engage any employee, contractor, or service provider of Sistermatic Cleaning Ltd.'s, nor will they encourage any such individual to leave Sistermatic Cleaning Ltd.'s employment or terminate their contract with Sistermatic Cleaning Ltd.'s.

(c) In the event of a breach of this clause, the Client agrees that Sistermatic Cleaning Ltd.'s shall be entitled to seek injunctive relief, and/or claim damages, including but not limited to, the loss of business, loss of profits, and any legal fees incurred.

18. Data Protection

(a) Sistermatic Cleaning Ltd. will collect and process personal data from the Client in accordance with UK data protection laws, including the General Data Protection Regulation (GDPR). Information such as your name, address, email, and telephone number will be collected for our scheduling system, Booking Koala and used for scheduling services, sending reminders, and managing communications related to the cleaning services.

(b) Sistermatic Cleaning Ltd. is committed to protecting the privacy of its Clients. The Client's personal data will be used solely for the purposes of providing the Services and may only be shared with third parties with the Client's consent or as required by law. However, in certain cases, such as non-payment or unresolved invoices, Sistermatic Cleaning Ltd. reserves the right to share the Client's personal information, including name, address, telephone number, and email address, with third-party agencies for debt recovery purposes.

(c) By agreeing to these terms, the Client consents to the use of their personal data in this manner, and acknowledges that they may be contacted by the debt recovery agency to settle any outstanding balances. The Client also has the right to review, update, or request deletion of their personal data at any time by contacting Sistermatic Cleaning Ltd.

19. Cancellation Policy

(a) The Client may reschedule services with no penalty, provided that Sistermatic Cleaning Ltd. is notified at least 72 hours before the scheduled clean.

(b) The 50% deposit is non-refundable but may be applied towards rescheduled services, provided adequate notice is given. If the Client cancels the service in full, the 50% deposit is forfeited as a cancellation fee and no additional charges will apply.

(c) If the Cleaning Technicians arrive at the property and are unable to gain access due to the Client's failure to be present or provide entry, the Client will be charged 100% of the service fee.

(d) In the event that Sistermatic Cleaning Ltd. needs to cancel or reschedule the Services, the Client will be notified as soon as possible. Sistermatic Cleaning Ltd. will attempt to reschedule the Services at a mutually convenient time.

(e) If Sistermatic Cleaning Ltd. cancels the Services without rescheduling, any payment made by the Client for that particular Service will be refunded in full.

20. Termination

Without affecting any other right or remedy available to it, either party to the Agreement may terminate it with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;

(b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(c) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

Without affecting any other right or remedy available to it, Sistermatic Cleaning Ltd. may terminate the Contract with immediate effect by giving written notice to the Client if:

(a) the Client fails to pay any amount due under the Contract on the due date for payment; or

(b) there is a change of control of the Client.

On termination of the Contract for whatever reason:

(a) the Client shall immediately pay to Sistermatic Cleaning Ltd. all of Sistermatic Cleaning Ltd.'s outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Sistermatic Commercial Cleaning Ltd. may submit an invoice, which shall be payable immediately on receipt.

(b) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect; and

(c) termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

For Private Clients, as this is a one-time service, no ongoing contract applies, and termination is not required. The Cancellation Policy (see Clause 20) governs any service cancellations or rescheduling.

21. General

a) Force Majeure

Sistermatic Cleaning Ltd. shall not be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable

control including but not limited to, acts of God, acts of civil authorities, acts of military, authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances

b) Assignment and Other Dealings

The Client shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without Sistermatic Cleaning Ltd.'s prior written consent.

Sistermatic Cleaning Ltd. may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

During the period commencing on the Services Start Date and for one year following the end of this Agreement, the Client shall not, without Sistermatic Cleaning Ltd.'s prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of Sistermatic Cleaning Ltd. or its sub-contractors; or (ii) hire, on behalf of the Client or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with Sistermatic Cleaning Ltd. or its subcontractors.

c) Confidentiality

Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, Clients, subcontractors or Contractors of the other party or of any member of the group to which the other party belongs, except as permitted by clause 22c.

Each party may disclose the other party's confidential information: to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

d) Variation

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

e) Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

f) Severance

if any provision or part-provision of the Contract is or becomes invalid illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

g) Notices

Any notice given to a party in connection with the Agreement shall be given in writing, by post or e-mail. It is the Client's responsibility to ensure acknowledgment of the notice.

h) Third party rights

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

i) Governing law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by., and construed in accordance with the law of England and Wales.

j) Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

k) Updates to these Terms and Conditions

These Terms and Conditions may be updated from time to time. Any such changes will be communicated to the Client with at least 1 calendar months' notice via email.