

APRIL 2015 Customer: _____



JPN CLEANING LTD – TERMS AND CONDITIONS

1. Basis of sale

1.1 “Parties” shall mean (1) and (2) the customer specified on the letter enclosing these Term and Conditions (“the Enclosing Letter”).

1.2 The “Enclosing Letter” and the terms listed below form the entire Agreement between the Parties in respect of the supply of Services specified in the Enclosing Letter unless varied in writing by (“the Agreement”).

1.3 “Services” means the Services provided by JPN Cleaning.

1.4 The Services will usually be conducted at set times and on a set day but this may change at short notice due to staff shortages or illness. A time of arrival cannot be guaranteed. JPN Cleaning advise that the Customer provide a key so that the Customer is not inconvenienced.

1.5 In the event that JPN Cleaning may not be able to attend the Customer’s premises at all due to shortage of staff, JPN Cleaning will use its best endeavors to carry out the Services during the same week and will inform the Customer when this is the case.

1.6 JPN Cleaning will use its best endeavors to send the same cleaners each week to the Customer’s premises in order to perform the Services, but this cannot be guaranteed and occasionally JPN Cleaning will have to send other members of staff in order to cover staff who are absent due to illness or holidays.

1.7 It may take staff up to one month to fully clean the Customer’s premises to the standards of JPN Cleaning.

1.8 Under no circumstances must Customers engage the staff to work for them privately on a paid basis or otherwise. In the event that a Customer does so engage staff to work for them privately, the Customer shall pay an introduction fee of the engagement of any staff member, the fee being calculated at 15% of the staff member’s annual salary.

2. Fees/Payment Terms

2.1 Fees shall be charged on a time-required basis or the Customer will have been quoted a “per clean” rate for the Customer’s premises as set out in the Enclosing Letter.

2.2 All fees stated are exclusive of VAT, disbursements and charges made charged or due to any third parties.

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2.3 Payment must be made by the Customer within 7 days of receipt of an invoice (for domestic Customers), or within 30 days (for commercial Customers). In the event that an account is outstanding, we will refer the matter to our debt collecting agents, Daniels Silverman Ltd, the client will incur a surcharge of 15% of the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. You also agree to pay interest at the relevant reference rate provided for under the late payment of commercial debts (Interest) Act 1998, which interest is payable both after and before any judgment of the court and continues to accrue.

2.3.1 1 off cleaning contracts must be paid in advance with min 1 weeks cleared payment. A provisional booking will be made but the booking can only be confirmed when payment has been received. If payment is received too late you may be allocated an alternative date or your visit may have to be cancelled, no refunds are available for cancelled visits please see section 3 below regarding cancellation terms.

2.4 Each customer shall be allocated a maximum time scale from which up to 10 minutes shall be used for packing away and travel contribution, all of which is included in the Customer's per visit rate.

2.5 All sums due to under the terms of the Agreement shall be paid in full by the Customer without any set-off whatsoever and the time period quoted under this clause shall be of the essence.

2.6 If payment in full is not received by the due date JPN Cleaning shall be entitled to levy a late payment charge at a rate of £10 per month per late account.

2.7 If payment in full is not received by within one month of the due date, the Customer will be placed onto a "stop" list until the Customer's account is paid in full. JPN Cleaning will levy a full charge for the period of time that the Customer is on the stop list. The Customer can only then cancel the services when the Customer has settled the account in full or until such a time 8 months have passed whichever is soonest. All in accordance with the cancellation terms laid out in this contract.

2.8 All charges payable under this Agreement shall be calculated by reference to data recorded or logged by JPN Cleaning and not by reference to data recorded and logged by the Customer.

2.9 In the event of being unable to complete the Services specified in the Enclosing Letter through no fault of their own, JPN Cleaning shall be entitled in all cases to charge for all works done on a time-required basis at their usual hourly rates, and works that have been booked.

3. Termination/Cancellation

3.1 This agreement shall be for a period of one year commencing on the date of signing this Agreement, unless otherwise specifically stated in your quotation. The agreement will automatically renew on the anniversary of signing each year for a period of 1 year at a time, **until such times as the client provides notice to cancel – please see 3.2.**

3.2 After the cooling off period has expired either party may terminate/cancel this Agreement on one month's notice on the other in writing, such notice not to be served by the Customer on JPN Cleaning before the expiration of the period of ten months of the date of signing of this agreement or its renewal.

3.3 If the Customer cancels an individual clean pursuant to this Agreement save for the initial cooling off period, not less than one week's notice must be given and if the Customer cancels a clean by giving less than one week's notice, the Customer will pay the **full charge** for that clean.

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3.4 If the customer cancels the entire contract early and prior to the expiration of the contract, the full remaining balance will be charged at the rate detailed in the quotation , referred to in this contract " as the enclosing letter".

3.5 If the Customer cancels an individual clean by giving more than one week's notice, the Customer will pay a standing charge as specified in the enclosing letter. 1 off cleans are excluded from this clause.

3.6 Nothing in this clause limits the usual contractual and statutory remedies open to either party.

3.7 Initial Cooling off period – You are entitled to a 14 calendar day cooling off period under the Consumer Contracts Regulations 2013 regulation (27-38) if the contract has been formed in your home (signed). This does not apply to business contracts. If you have requested that the cleaning commence prior to the expiration of the 14 day period (and have formed the contract in your home) please tick the box below and sign to confirm you wish for services to commence within the 14 day period. Should you wish to cancel please use the cancellation slip at the end of this contract, and return this to us, either by scan and e-mail or by post within the allowable period. You do not have to use this slip an e-mail or letter will also suffice.

{ } tick – I hereby authorize JPN Cleaning to undertake work immediately as of today and I accept that I will be fully liable for all charges incurred during the first 14 day period of the agreement in addition to all other charges incurred thereafter.

Signed : _____ Name Print _____ Date: _____

4. Confidentiality

4.1 Confidential information concerning the client business made available to any associate will not be disclosed by any associate to third parties (save to the extent that it is in the public domain), without written consent of the Customer.

4.2 All information or advice, written or oral, of whatever nature made available to the Customer by its associates is for the sole use of the Customer and shall not be disclosed or made available by the Customer to any other business or other commercial gain (save to the extent that such information is in the public domain) without the prior consent to JPN Cleaning.

5. Liability

5.1 Nothing in this Agreement shall exclude or restrict JPN Cleaning's liability for death or personal injury arising from the negligence of its employees while acting in the course of their employment.

5.2 Subject to condition 5.3 and 5.4 hereof, JPN Cleaning shall be liable for the damage to the property of the Customer caused by any negligent act or omission of JPN Cleaning or its employees provided that such liability of JPN Cleaning in contract tort or otherwise, including any liability for negligence howsoever arising out of or in connection with the performance of JPN Cleaning's obligations under this Agreement shall be limited to two hundred and fifty thousand pounds for any one or series of incidents arising from a common cause in any twelve month period.

5.3 JPN Cleaning shall not be liable to the Customer in contract tort or otherwise including any liability for negligence for loss of revenue, business, anticipated savings or profits or any indirect or consequential loss however arising.

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5.4 JPN Cleaning shall not be liable to the Customer in contract tort or otherwise for:-

5.4.1 Any misinformation supplied by JPN Cleaning in relation to products services and prices provided by any third party

5.4.2 Any delay in or failure to perform all or part of its obligations under the terms of this Agreement if such a delay or failure shall be due to an act of God, strikes, lockouts, labour dispute, a stoppage on the supply of services, statute, order or any regulations of any government, public, local or other authority delays or defaults of suppliers and sub-contractors and without prejudice to the generality of the foregoing to any other causes beyond the reasonable control of JPN Cleaning.

5.5 The provisions of this clause 4 shall continue to apply notwithstanding the termination of this Agreement.

6. Suspension of Service by JPN

6.1 JPN Cleaning may at its sole discretion elect to suspend forthwith the provision of the Services until further notice without liability to the Customer on notifying the Customer if for example the business is no longer solvent, cannot provide staff, or the client exhibits threatening behavior towards staff, this list is not exhaustive.

7. General

7.1 The standard working height for staff of JPN Cleaning is eight feet with the use of extendable equipment from the floor.

7.2 Materials are charged separately to cleaning services but include the use of JPN Cleaning's equipment. If JPN Cleaning is supplying free materials as part of a discount scheme equipment supply is excluded. Black sacks and paper towels and all other consumable refill items are excluded from this charge.

7.3 Any complaints or requests concerning the services of JPN Cleaning must be made via the communications book or directly to James Noddle on 01285 657210.

7.4 Fee increases made by JPN Cleaning will be notified to the Customer one month in advanced of the fee increases taking effect and coming into force.

7.5 This Agreement shall not be assigned in whole or in part by the Customer without the prior written consent of JPN Cleaning such consent not to be unreasonably withheld.

7.6 Failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate as to bar the exercise or enforcement thereof or any other right on a later occasion.

7.7 Any notice invoice or other document which may be given by either Party under this Agreement shall be deemed to have been given if left or sent by post or facsimile transmission (confirming the same by post) if sent to an address notified by the other party in writing as an address to which notices invoices or other documents may be sent.

7.8 JPN Cleaning's address for service of any notice hereunder shall be such address as appears on the face of this Agreement or on the last invoice rendered to the Customer or such other address as may be prescribed by JPN Cleaning and notified to the Customer in writing for that purpose.

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7.9 This Agreement shall be governed by and construed and interpreted in accordance with English Law and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

Each customer shall be allocated a maximum time scale from which up to 10 minutes shall be used for packing away and travel contribution.

8.0 If the client is not happy with the services, they must inform the management of JPN cleaning within 9 hrs by e-mail. So the cleaning standards can be witnessed by management. No refunds are made but a re-visit for cleaning can be made if the management deem the clean to be unsatisfactory. If the client is present when the clean is completed the client is asked to inform staff of any dissatisfaction immediately and management of JPN, if staff are not informed a re-visit would not be possible. If the client is not happy with the services of their cleaners alternative staff will be provide to resolve any issues.



01285 657210



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Working with and for Tetbury Hospital, part of the Gloucestershire NHS trust.

CHELTENHAM FESTIVALS



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Signed: _____

Client print name : _____

Date: _____

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Cancellation Slip - Consumer Contracts Regulations 2013

Domestic clients are entitled to cancellation rights within 14 days of signing if the contract was formed (signed and dated) in their own home, this does not apply to business contracts.

I _____ name wish to exercise my right to cancel the agreement within 14 calendar days form the date of signing this contract.

Signed: _____ Date: _____

Please scan and e-mail or post – please ensure we receive this within the allowable period if you wish to cancel .

Post to St James House, Cricklade Road, South Cerney, Cirencester, Glos, GL7 5QE 01285 657210
