



Terms & Conditions

I. Recitals

The purpose of this agreement is to state the terms and conditions under which **Move In Cleaning** (the “Company”) will provide cleaning services to you (the “Client”).

II. Binding Agreement

2.1 These Terms and Conditions constitute a binding and enforceable agreement between the Company and the Client.

2.2 By use of the Company’s services, including placing an order for services by telephone, email or website form, the Client expressly agrees to and accepts these Terms and Conditions.

2.3 The Company may make changes at any time to these Terms and Conditions. Any modifications to these Terms and Conditions will be effective upon posting. You should periodically re-check these Terms and Conditions to apprise yourself of any modification, revision or update. Your continued use of the Company’s services following posting of any revised Terms and Conditions will constitute acceptance of the modifications and/or revisions.

2.4 In the event of conflict, these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client, unless otherwise agreed in writing.

III. Services

3.1 If you have selected to receive cleaning services on an hourly basis, by any means other than by an in-person inspection in advance, the following terms apply:

(a) The minimum purchase is 4 hours;

(b) The number of cleaners attending your premises to perform cleaning services may vary but this does not affect the initial quoted price, nor will it affect the cleaning time booked;

(c) The cleaning services will only be provided for the amount of time you have purchased;

(d) Factors such as current condition of the premises, number of rooms, bathrooms, WCs, shower rooms, etc. may mean that the services will not be completed within the time period you have purchased;

(e) The Company makes no warranty that the time allowed for the cleaning services will be sufficient for the job to be completed, but only that the time allowed for is the estimated time required for a typical job of the same general specification indicated in a standard dwelling of a similar size shown in the pricing to be completed.

3.2 When you have purchased the Company's Customized Cleaning, Move in/Move out Cleaning, Post Renovation Cleaning/Post Construction cleaning services, the prices you have been quoted are based on the assumption that the premises are in a reasonable state with no obstructions, heavy materials or construction equipment and the services can be readily provided. If the Company determines in its sole discretion that the premises is not in such condition, then the price quote that was provided will not apply, and the Company reserves the right to not provide services.

3.3 The Client must provide running water, electricity, sufficient lighting and heat/air conditioning, depending on weather conditions, at the premises where the services take place as is necessary to reasonably conduct the cleaning services.

3.4 The Company reserves the right not to continue with the job if, on inspection, it is found that the material to be cleaned or treated is not suitable for cleaning or treatment. The Company will also not continue with the job if water or power is not available or if there is interference in the work from the Client or any other person. In the event, this clause applies, and a deposit has not been obtained from the Client in advance, a cancellation fee of 20% of the total cost will be charged to the Client. No refund will be provided if this clause applies, and a deposit has been obtained in advance from the Client.

IV. Client's Obligations

4.1 The Client acknowledges that it is solely liable for:

- (a) Ensuring the Company has unimpeded access to the premises in order to perform cleaning services on the agreed date for the full length of time of the cleaning services;
- (b) Providing instructions regarding the deactivation/activation of any alarm systems or home systems;
- (c) Ensuring that any dogs or other pets at the premises are adequately restrained while the services are being performed so as not to interfere with the cleaning services, which Client expressly acknowledges and represents that it shall be responsible for any injuries or damages arising from any dogs or other pets that are at the premises while cleaning services are performed;
- (d) Providing the Company with full, clear and explicit instructions in detail of what areas the Client wants cleaned;
- (e) Informing the Company of any areas which are not to be cleaned or require special cleaning instructions.

V. Payment Terms

5.1 All work carried out by the Company at your request, whether experimental or otherwise will be charged accordingly. Any work undertaken by the Company on behalf of the Client is carried out on the basis that the Client has fully approved such work whether or not we have received an official order providing there is evidence of written or verbal confirmation to proceed, including letter, facsimile, phone message, text and/or email correspondence between the parties.

5.2 Any price quote provided by the Company prior to the provision of services is for estimate purposes only and is subject to modification based on the scope of the services provided, the hours expended, and the amount of Company personnel engaged.

5.3 Client hereby authorizes the Company to charge to the credit card of the Client all amounts due and owing for services rendered by the Company. The Client hereby waives any right to assert a charge-back for any amounts charged by the Company to the Client's credit card. If, for any reason, the Company does not recover payment from the Client's credit card bank, the Client agrees to remit payment to the Company within 48 hours to cover the original amounts owed plus any charges incurred by the Company.

VI. Refunds

6.1 No refunds will be provided once the cleaning service has been scheduled. If for any reason the Client is dissatisfied with any aspect of the services provided by the Company, they must notify the Company within twenty-four (24) hours and corrective action will be taken.

VII. Materials and Supplies

7.1 The Company will furnish all materials and equipment necessary to perform cleaning services.

7.2 If the Client requires the Company to use the Client's materials or equipment, all items must be safe to use, in full working condition and must not require any special skills, knowledge or expertise to be used for the purpose of cleaning.

7.3 The Company will not use any materials or equipment that requires special instructions to use or operate.

7.4 If the Company utilizes materials or equipment provided by the Client, then the Client will indemnify and hold harmless the Company from any damages of any kind arising from such use. The Client further agrees that the Company will not be liable to the Client for any damages that may arise from the use or operation of any materials or equipment that is furnished by the Client.

VIII. Waiver of Liability

8.1 IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND ARISING OUT OF THE CLEANING SERVICES (INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OR DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA). THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE COMPANY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IS NEGLIGENT, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

IX. Indemnification

9.1 The Client agrees to indemnify and hold harmless the Company, its subsidiaries, affiliates, officers, agents, and representatives, and its and their officers and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements and court costs) arising from or in connection with the cleaning services provided by the Company; your violation of these Terms and Conditions or any other agreement with the Company, or your violation of any rights of any third party.

X. Miscellaneous

10.1 The validity, construction, interpretation, and effect of these Terms and Conditions and any other agreements contemplated or referenced herein shall be governed by the laws of the United States of America and the State of New York, without regard to principles of choice of laws. Each of the parties hereto hereby consents that any action or proceeding arising out of or relating to these Terms and Conditions or the arrangement described herein shall be commenced and maintained exclusively in the Supreme Court of the State of New York, in and for the county of New York.

10.2 If any provision of these Terms and Conditions shall be deemed invalid or unenforceable as written (an "**Invalid Term**"), it shall be construed, to the greatest extent possible, in a manner that shall render it valid and enforceable, and any limitations on the scope or duration of any such provision necessary to make it valid and enforceable shall be deemed to be part thereof. If any

Invalid Term cannot be modified as stated in the preceding sentence, such Invalid Term shall be severed from these Terms and Conditions and all other terms and provisions shall be remain in full force and effect.

10.3 The failure of the Company to insist upon strict adherence to any term or provision of these Terms and Conditions on any occasion shall not be considered a waiver thereof or deprive the Company of the right thereafter to insist upon strict adherence to that term or provision or any other term or provision of these Terms and Conditions.