

# MaidsUK -Cleaner Application Terms & Conditions

## Provider Terms & Conditions

### PLEASE NOTE:

THIS IS AN IMPORTANT DOCUMENT. IT IS A LEGAL CONTRACT BETWEEN YOU AND US. PLEASE DO NOT AGREE TO IT UNLESS YOU HAVE READ AND UNDERSTOOD IT AND ANY DOCUMENT MENTIONED IN IT. WE RECOMMEND THAT YOU CONSULT A LAWYER. YOU SHOULD ALSO HAVE THE DOCUMENT TRANSLATED INTO YOUR OWN LANGUAGE IF NECESSARY. IF YOU NEED ANY CLARIFICATION, PLEASE ASK US AND WE WILL ENDEAVOUR TO HELP, BUT WE CANNOT GIVE YOU LEGAL ADVICE. WE REGULARLY UPDATE OUR TERMS AND CONDITIONS. IT IS YOUR RESPONSIBILITY TO KEEP UPTO DATE

## Introduction

These terms of use (together with any documents referred to in them) tell you the terms on which you may make use of our website [www.MaidsUK.co.uk](http://www.MaidsUK.co.uk) (the Site) and/or our mobile application (the App) and the connection service that we provide through them.

By using MaidsUK (including downloading the App), you confirm that you have read and accepted these terms of use and that you agree to comply with and be bound by them. If you do not agree to them, you must not use MaidsUK.

Please note that these terms of use do not apply to any cleaning or other services that you provide to Users (as defined below)."

## Other applicable terms

These terms of use refer to our privacy and cookie policy, which sets out the terms on which we process any personal data we collect from you or that you provide to us, as well as information about the cookies and/or other similar technologies (for example, analytics) we use. By using MaidsUK, you consent to such processing and you warrant that all data provided by you is accurate.

## Information about us and how to contact us

MaidsUK is a technology platform, accessed through the Site or the App, that connects users (**Users**) with third party providers of cleaning services and certain other services as listed on the Site such as you (**Service Providers**). It enables Users to engage the services of a Service Provider in their area for the provision of those services (**Services**).

If you wish to contact us in writing, have a complaint or are required to give us notice in writing, you can send this to us by email at [hello@MaidsUK.co.uk](mailto:hello@MaidsUK.co.uk)

## Registration by the Service Provider

You acknowledge that, in determining whether to include you on the Site as a potential supplier of Services, we rely on the accuracy and completeness of the information supplied by you during the registration process. You therefore confirm that all such information is accurate and not misleading and that we may use it to carry out any of the searches or checks referred to below.

You also confirm that you possess all approvals and authority (including the necessary immigration status) required to work in the United Kingdom on a self-employed basis and, in particular, to provide Services to Users.

You authorise us and/or any of our appointed agents to carry out all necessary searches, including searches of consumer credit records, in order to verify the information you have provided.

You also authorise us and/or our appointed agents to perform Basic Disclosure and other checks through Disclosure Scotland (<http://www.disclosurescotland.co.uk>), together with any other relevant criminal record searches we consider appropriate. You hereby grant permission for Disclosure Scotland (or any other criminal record search provider) to forward the Disclosure Certificate (or similar search result) direct to us and for us to open the Disclosure Certificate (or similar search result) upon receipt (even if it is addressed to you).

You must promptly disclose to us all matters which are material to your ability and suitability to provide Services to Users, as well as any material changes thereto.

## **Relationship between the parties**

If we decide in our absolute discretion to include you on the Site as a potential supplier of Services, your inclusion on the Site will be subject to these terms of use. In such case, you authorise us to act as booking agent for you whereby we will process bookings and contractually commit you to supply Services to Users on the basis of these terms of use.

You will act as an independent contractor and will not be our employee. You shall be fully responsible for any tax and national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from, or made in connection with, these terms of use or your provision of the Services. You shall indemnify us against all reasonable costs and expenses and any tax, penalty, fine or interest incurred or payable by us in connection with, or in consequence of, any such liability, deduction, contribution, assessment or claim, other than where such liability, deduction, contribution, assessment or claim arises out of our negligence or wilful default. We may at our option satisfy such indemnity (whether in whole or in part) by way of deduction from any amounts due to you from us under these terms of use.

## **Changes to these terms of use**

We may revise these terms of use at any time and you should check these terms of use from time to time to take notice of any changes we have made, as they are legally binding on you. We may also notify you of any changes by email. If you do not agree to any such changes, please stop using MaidsUK and (if applicable) delete the App from your Mobile Device.

## **Services**

You promise that you have the necessary skills and experience to supply the Services.

If you accept a contract with a particular User, whether on a one-off or other basis, you agree to supply Services to that User in accordance with these terms of use. You acknowledge that, notwithstanding your obligations to us herein regarding the standard of such Services, you will contract direct with each User for the supply of Services and, in the event of a dispute with the User, your recourse is against the User and not us.

In the case of one-off/ad-hoc or end of tenancy cleans, if you cause any damage to a User's property in the course of providing the Services to them, you will be fully responsible for such damage and will reimburse the User accordingly. You therefore agree that, for so long as you are providing Services to Users, you take out and maintain in force with a reputable insurer appropriate general liability insurance cover in respect of any such damage.

For regular cleans, if you cause any damage to a User's property in the course of providing the Services to them, you will be covered on the User's insurance if it is in place. The User's household insurance policy is the primary insurance in play for the service at all times, providing employers liability cover for a limit of £10 million. If damage occurs any claims where the Client is already covered under their own household insurance schedule are excluded from claiming on MaidsUK's policy which is set up on an indemnity basis with a public liability limit of £2 million.

If the user does not have insurance in place then you will be covered with the MaidsUK insurance. Where MaidsUK insurance applies, the client agrees to accept responsibility for the first £500 of any claim as only claims in excess of this value are covered by the MaidsUK policy.

You shall supply the Services in accordance with a high degree of professionalism and the highest industry standards. If cleaning work is not done up to a satisfactory standard, you agree to go back and complete the cleaning to the necessary standard at your own expense. In circumstances where you are unable to go back to complete a re-clean or the customer refuses for you to go back to complete a re-clean a refund may be provided to the customer which will be deducted from the amount owed to you.

You shall comply with all applicable laws and regulations in the provision of the Services and otherwise in connection with these terms of use.

You shall agree with the relevant User as to the provision and procurement of materials required by you to provide the Services to that User. We are not responsible for the provision of any tools, equipment or materials. The user may have requested cleaning supplies to be provided when using the MaidsUK platform, if this is the case by accepting the job you understand that providing supplies will be an expected part of the user and the service provider (you).

You acknowledge that we will notify you of any User cancellation by at least one of the following methods, mobile app, email, phone, whatsapp or SMS communication. It will be your responsibility to monitor these frequently to ensure you are upto date on your bookings.

If you have to cancel a scheduled booking or are otherwise unable or unavailable to attend the agreed location to provide the Services requested, you must notify us and the relevant User by email or telephone as soon as possible and without undue delay.

If you fail to attend the agreed location at the scheduled time of the visit, we reserve the right to charge you the full amount of the booking and a non-attendance administration fee to cover our reasonable costs arising as a result of the missed booking which we may, at our election, deduct from any amounts due to you from us.

You shall promptly notify us:

- if, for any reason, you cannot attend any scheduled visit (in which case you must promptly notify the User also) or otherwise become unable or unavailable to supply the Services as contracted;
- if you receive any complaints from Users; and
- of any grievance that you may have in relation to Users.

If you agree to accept a booking through the MaidsUK platform and then at a later date decide that you no longer want or are unable to complete the clean we reserve the right to charge you a fee upto the total booking(s) value of the clean.

You shall attempt to resolve any complaint by a User directly with said User.

You shall provide reasonable co-operation to us in connection with these terms of use and comply with our reasonable requirements, including prompt provision of such information and documents as we may reasonably request in connection with these terms of use.

You shall only use User contact information insofar as is reasonably necessary to provide the Services. You shall keep such information confidential and shall delete it if requested to do so by us.

We do not guarantee that you will receive any, or any particular level of, contracts or revenues from the arrangements contemplated by these terms of use.

We do not carry out any checks on Users and cannot provide any guarantees as to the conduct of Users or the suitability or safety of their premises. You attend cleaning visits at your own risk. You must leave immediately if you have any concerns as to such matters.

By registering to use MaidsUK, you agree that all bookings between you and Users will be made through MaidsUK and that you will not supply any Services to any Users who have previously booked you through MaidsUK, or whose contact details you have received from us, other than through MaidsUK. If a User offers to engage or employ you to provide Services other than through MaidsUK, you must refuse such offer and notify us immediately. If you accept any such offer or if you make a similar offer to a User, we will immediately withdraw your right to use MaidsUK and you will be required to compensate us in respect of any losses we suffer as a result up to a maximum of £500 and we may deduct this from any money owed to you. You also agree not to supply any Services to any Users who have previously booked you through MaidsUK, or whose contact details you have received from us, for a period of six months after the date of termination of the legal agreement between us.

## Payments

You are free to set your own pricing, this will be agreed with MaidsUK before any bookings are assigned to you.

Payments will be made twice a month from the company to an account of your choosing. The first payment will be on the 7<sup>th</sup>, this will cover all work carried out between the 15<sup>th</sup> and end of the previous month. The next payment date will be the 21<sup>st</sup>, this will cover all work carried out between the 1<sup>st</sup> and 14<sup>th</sup> of that month.

You agree that we will process payments for your services on your behalf and MaidsUK are only holding onto these funds until they are released to you pending any issues from the users.

You agree that we will process payments on your behalf.

## Personal data

You acknowledge and agree that we are entitled to process your personal data in accordance with the terms of our (privacy and cookie policy) which is subject to change from time to time.

## Intellectual property rights

We are the owner or the licensee of all intellectual property rights in MaidsUK and in the material published on it. You acknowledge that you have no rights in or to MaidsUK or the technology used or supported by it other than the right to use it in accordance with these terms of use. If you use any part of MaidsUK in breach of these terms of use, your right to use MaidsUK will cease immediately.

You must not use any part of the content on MaidsUK for commercial purposes without obtaining a licence or other written consent to do so from us or our licensors.

## Liability and indemnity

Any provisions in these terms of use excluding or limiting liability will apply regardless of the form of action, whether under statute, in contract or tort (including negligence) or otherwise. Nothing in these terms of use is in any way intended to exclude or restrict either party's liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for any liability which may not legally be excluded or limited.

We shall not be liable for breach of these terms of use unless you have given us prompt written notice of the breach and a reasonable opportunity thereafter to rectify the breach at our expense.

Our total liability under, or in connection with, these terms of use in respect of any act or omission, or any series of connected acts or omissions, shall be limited to the amount paid to you in the six months preceding the relevant act or omission.

In no circumstances shall we be liable for any consequential, indirect or special loss or damages or for economic losses (including, without limitation, loss of revenue, profits, contracts, business

or anticipated savings) or for damage to, or loss of, data or for damage to, or loss of, reputation or goodwill.

Both parties exclude all terms that are not expressly stated herein, including, but not limited to, any implied warranties as to quality, fitness for purpose or ability to achieve a particular result. You agree to indemnify us and to hold us and our successors, assigns, parent, subsidiaries, affiliates, directors, officers, employees and agents harmless against all losses, damages, liabilities, and expenses (including reasonable legal fees) arising out of your breach of these terms of use or your provision of the Services. We shall have the right to withhold our reasonable estimate of the total damages and costs from sums otherwise payable to you pursuant to these terms of use or any other agreement between the parties and to apply such sums to payment of such damages and expenses. We shall have the sole right to control the defence and settlement of any such claim, save that we shall consult with you prior to any settlement. You agree to provide reasonable assistance to us at your expense in the defence of the same.

## Content standards

These content standards apply to any and all content that you post or upload to MaidsUK and/or to any interactive services associated with it (including, without limitation, any messaging service that allows you to contact Users). You must comply with the spirit and the letter of the following standards. The standards apply to each part of any post or upload, as well as to its whole. We are not responsible or liable to you or any third party for any content posted or uploaded anywhere as a result of your use of the MaidsUK platform and/or the contract you had with a user.

## Suspension and termination

We may at any time, whether with or without cause and whether with or without notice, immediately suspend your right to use MaidsUK (including removal of your profile from the Site and the App) and/or terminate the legal agreement between us and close your account. You may terminate the legal agreement between us and request the closure of your account at any time on not less than 14 days' notice by emailing us at [hello@MaidsUK.co.uk](mailto:hello@MaidsUK.co.uk). We will determine, in our discretion, whether there has been a breach of these terms of use through your use of MaidsUK and, if such a breach has occurred, we may take such action as we deem appropriate, including all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use MaidsUK.co.uk (including termination of the legal agreement between us and closure of your account);
  - immediate, temporary or permanent removal of any content posted or uploaded by you to MaidsUK;
  - issue of a warning to you;
  - legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
  - further legal action against you; and
  - disclosure of such information to law enforcement authorities as we feel is reasonably necessary. We exclude liability for actions taken in response to breaches of these terms of use. The responses described in these terms of use are not limited and we may take any other action we deem reasonably appropriate.
- If we withdraw your right to use MaidsUK:
- all rights granted to you under these terms of use shall cease;

- you must immediately cease all activities authorised by these terms of use, including your use of MaidsUK.
- you must return all appropriate belongings back to customers prior to the release of final payment.
- you must, if applicable, immediately delete the App from all Mobile Devices; and
- you must not attempt to re-register to use MaidsUK.

## Other important terms

You agree not to disclose, divulge or communicate directly or indirectly to any third party any information regarding us, MaidsUK.co.uk or any Users (including their contact details) without our (or their, as applicable) prior written consent. You must not use any such information other than is necessary to provide the services requested by Users.

We may transfer our rights and obligations under these terms of use to another organisation, but this will not affect your rights or our obligations under these terms of use.

You may not transfer your rights or obligations under these terms of use to another person.

However, at the approval of the User, you may sub-contract your obligations and work exclusively to other MaidsUK Service Providers. If we fail to insist that you perform any of your obligations under these terms of use, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Each of the conditions of these terms of use operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

These terms of use are not intended to confer rights on anyone other than you and us.

## Applicable law

These terms of use, their subject matter and formation are governed by English law.

The Courts of England and Wales will, subject to the paragraph below, have exclusive jurisdiction over any claim arising from, or related to, these terms of use.

Nothing in the foregoing paragraph will limit our right to take proceedings against you in any other court of competent jurisdiction, nor will the taking of proceedings in any one or more jurisdictions preclude us from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.