

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

www.Cityhousekeeping.com

TERMS & CONDITIONS FOR CITY HOUSEKEEPING PLATFORM

Welcome to the City Housekeeping Website/App Terms and Conditions for use (“Terms” or “Terms and Conditions”). These Terms apply to the use of this Website/App and by accessing this Website/App and/or making a Booking for Services you agree to be bound by the Terms set out below. If you do not agree to be bound by these Terms, please do not use our Website/App.

Before you place an order with us, if you have any questions relating to these Terms please contact our customer service representatives by email at info@CityHousekeeping.com or by phone at 0203 322 2323. Please note that all calls to our customer services representatives may be recorded for quality monitoring and training purposes.

1) OVERVIEW

City Housekeeping Terms and Conditions provide details regarding City Housekeeping Limited (defined hereafter as 'City Housekeeping', referred also hereinafter as 'us,' 'us,' 'our' or 'ours', and establish a legal contract between you and us for the usage of our Website/App. Please read and carefully check this agreement periodically, because we may change and modify these Terms and Conditions.

2) HOW WE OPERATE

- 21 City Housekeeping is putting web technology in the service of customers ("You" or "Customer") who need on demand services for their home, and require to be paired with Professionals/ Housekeepers/ Service Providers who are available and capable of providing those services ("Professionals/ Housekeepers/Service Providers").
- 22 The Professionals/ Housekeepers/ Service Providers are assigned to your address after you place a booking. The most often, the Professionals/ Housekeepers/ Service Providers that are geographically closer, will be considered for being a match for the service you require.
- 23 Your Professional/ Housekeeper/ Service Provider is responsible for providing the Services to you, and you have a direct contract between you and the Housekeeper/ Service Provider concerning the provision of Services. This contract does not include us. City Housekeeping accepts no liability for the completion and quality of the Job and does not command the behavior of Housekeepers/ Service Providers. You and Housekeepers/ Service Providers are responsible for any taxes arising as a result of the Services. City Housekeeping is not an employer of the Housekeepers/ Services Providers, or hiring agency, we are just an agent who facilitates the transaction between the Customer and Housekeeper/ Service Provider, permitting the use of our Website/App for completing the service process.
- 24 City Housekeeping is collecting the money automatically for a Job, after the moment when the Service Provider/Housekeeper/Professional is completing a job. City Housekeeping acts as an Agent between the Customer and the Professionals/ Housekeepers/ Service Providers, and will take a fee for this service, fee which will be deducted from the total amount paid upon the Job Completion. This service fee is retained by City Housekeeping as a payment for a) matching the Customer with the Professionals/ Housekeepers/ Service Providers; b) holding an up to date database of verified Professionals/ Housekeepers/ Service Providers; c) making sure that the City Housekeeping platform is well maintained, and improved, in the purpose of being available for customers to find the best Professionals/ Housekeepers/ Service Providers to cover their home service requirements. City Housekeeping fee is collected weekly, when the Professionals/ Housekeepers/ Service Providers are also receiving their payment. City Housekeeping reserves the right not to utilise the cash in hand payment method.
- 25 By continuing to use City Housekeeping Website/App platform, you accept and acknowledge that it is your responsibility how you conduct, and City Housekeeping reserves the right to refutes all accountability in respect to this.
- 26 In the moment when placing a service reservation, you admit that between you and your Professionals/ Housekeepers/ Service Providers, will enter into force a direct agreement. The terms and stipulations of this agreement are detailed below. In the same time, you and your Professionals/ Housekeepers/ Service Providers are entitled to change or adjust the terms as you both desire by mutual, explicit consent. City Housekeeping is not a participant to contracts made between the Customers and the Professionals/ Housekeepers/ Service Providers.

3) DEFINITIONS of terms used in this Contract:

“Website/App”

“*Booking*” means a booking for Services made by You, on our Website/App

“*Data Protection Act*” signifies that (1) until 24 May 2018, the Data Protection Act 1998, or (2) from 25 May 2018, Regulation (EU) 2016/679 of the European Parliament on the protection of individuals with respect to the transfer of personal information and any act of the United Kingdom

Parliament bringing it into force.

“Services” means cleaning services or other home services mentioned on our Website/App in the section “Services”

“Scheduled Jobs”

“Housekeeper” means a cleaner or other home services provider available through our Website/App;

“Service provider/ Professionals/ Housekeepers” means all the home services providers available through our Website/App;

“We/us” means City Housekeeping Limited, Office 3.05 1 King Street, London, England, EC2V 8AU, Registration

Number 11020221;

“Terms” means Terms and Conditions for using City Housekeeping Platform

“Website/App” means the Website/App located at www.CityHousekeeping.com or any subsequent URL which may

replace it;

“You” means a user of this Website/App.

4) USE OF THE WEBSITE/APP

4.1 Access

You are provided with access to this Website/App in accordance with these Terms, and any Booking made by you must be placed strictly in accordance with these Terms.

4.2 Registration

4.2.1 By registering as a user of our Website/App, you warrant that:

- (a) The personal information which you provide when you register as a user and/or make a Booking is true, accurate, current and complete in all respects; and

(b) You will notify us immediately of any changes to this personal information by contacting our customer service representatives by email at info@CityHousekeeping.com or by phone at 0203 322 2323.

422 You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

43 Our rights

We reserve the right to:

(a) Modify or withdraw, temporarily or permanently, this Website/App (or any part thereof) with or without notice to you, and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website/App; and/or

(b) Change these Terms from time to time as explained below. If you do not agree to such amended terms, you must stop using the Website/App. If you continue to use the Website/App, you will be deemed to have accepted the amended terms.

5) THE CITY HOUSEKEEPING SERVICES PLATFORM

5.1 We act as an agent for self-employed Housekeepers and other service providers. Our contract with you is limited to provision of use of our Website/App.

5.2 We review applications, conduct interviews and undertake other checks of Housekeepers/ Service Providers, with some of this process reliant on information from or undertaken by third parties. You acknowledge that we do not and cannot guarantee the accurateness or completeness of such checks, whether conducted by us or by third parties.

5.3 You acknowledge that you use Housekeepers/ Service Providers at your own risk. You agree to provide a safe working environment for Housekeepers/ Service Providers, and to take appropriate precautions to supervise Housekeepers/ Service Providers.

6) BOOKING SERVICES

6.1 By placing an order through our Website/App, you warrant that you are: legally capable of entering into binding contracts, and at least 18 years old.

6.2 When using our Website/App to book a service, the prices can be determined per job, or can be hourly service; please read carefully when booking the job. Also please check the minimum price required by each job, as it is your obligation to verify the price before ordering the service.

6.3 While scheduling a service, you will make sure for you to provide clear and unambiguous relevant information on the project to be conducted, along with specific information of the history of the objects that the Service Provider will need to work with (including specifics of malfunctions and defects) and the useful info on the property.

6.4 Professionals are expected to provide cleaning products, and to use their own supplies, if you do not have the preference to use yours. In this case, you must leave the cleaner know what products you prefer they use. Clients, one the other hand, are expected to supply the Housekeepers providing cleaning services with a Hoover, mop and bucket, and other rational conditions necessary to provide the cleaning service.

6.5 After placing an order, you will receive an email from us acknowledging that we have received your Booking. Please note that this does not mean that your Booking has been accepted. All Bookings are subject to acceptance by us, and we will confirm such acceptance to you by sending you a confirmation email on behalf of the selected Service Provider to confirm the Booking (the "Booking Confirmation"). The contracts between you and us and between you and the Housekeeper/ Service Provider will only be formed when we send you the Booking Confirmation.

6.6 When booking the Service on City Housekeeping Website/App or App, you authorise us to seek pre-authorisation of your payment card in amount of the total value of the booking. You also authorise us to charge your payment card in full on the day of the scheduled Booking or after the scheduled Booking.

6.7 You agree that you will not seek to book any Services from any Housekeeper/ Service Provider other than via our Website/App for the duration of this agreement and in the 3 months after termination of this agreement.

7) PRICE AND PAYMENT

- 7.1 The price of any Services will be as quoted on our Website/App, except in cases of special requirements, when the quoted price will be offered individually on the customer email (depending on service, and personalized from case to case), or in cases of obvious error.
- 7.2 You authorise us to seek pre-authorisation of your payment card in amount of the total value of the booking. You also authorise us to charge your payment card in full on the day of the scheduled Booking or after the scheduled Booking.
- 7.3 The money for a job is taken automatically after the moment when the Service Provider/Housekeeper/Professional finish the job. If we have not been able to make a successful payment when the work is finished, we retain the right to try taking the payment from your account until we will have succeeded. If any amount due by you is unpaid after the day of the scheduled Booking, we may charge a £10 administration fee each month.
- 7.4 The minimum payment for the booking is payable fully, notwithstanding on whether the Service Provider completed the work faster. Please check the minimum price and period of time required by each job, as it is your obligation to verify the price before ordering the service.
- 7.5 You promise to keep enough money in the account for paying the total amount of the booking, and you will not book for a service until you will make sure you can pay for it. We reserve the right to stop you for making a booking, if we did not collect the payment for a previous job.
- 7.6 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Booking Confirmation.
- 7.7 Every effort has been made on this Website/App to ensure that making a Booking is secure. We cannot be responsible for fraudulent use on our Website/App of a lost payment card.
- 7.8 City Housekeeping may utilise Banking Services at our absolute discretion to permit the processing of payment cards. City Housekeeping will guarantee that the banking services are in conformity with the relevant monetary and other legislation, however, will not be accountable for how the Banking Services are performing. The payment details, and payment cards are not held by City Housekeeping directly. City Housekeeping shall be liable to pay the fees charged by the Banking Services.
- 7.9 In the case when the Service Provider/ Housekeeper/ Professional carries for you any Additional Services, and You are paying them in cash, you should ask them for a receipt for the amount paid in cash, and such Additional Services shall not be covered by these Terms
- 7.10 You must maintain a valid payment card with us. You must inform us immediately if your payment card details are no longer valid.

7.11 A promotional code, special offer, gift card or voucher may only be used by new customers only. Offer can only be redeemed once per household. Offer can only be redeemed once per customer. Offer can only be redeemed against home cleaning services (no add-on services), unless otherwise stated. Offers relating to a "First Clean" can be redeemed for a maximum of 3 hours and may only be used by new customers booking in for a regular clean. Other terms and conditions apply. Please contact info@Cityhousekeeping.com for further details.

7.12 We retain the right not to accept certain payment methods.

8) BOOKING CANCELLATION BY US

8.1 If you violate any of the Terms, your permission to use the Services and Website/App will automatically terminate.

8.2 We reserve the right to cancel any Booking without notice or cause.

9) BOOKING CANCELLATION BY YOU

9.1 Otherwise than privileges you are having to terminate any bookings as specified by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Protection (Online or Distance Selling) Regulations 2000 (or any replacement of same), you may:

- a. Cancel a Booking with a minimum of 48 hours' notice before the time when the job is Scheduled to begin, by email to info@Cityhousekeeping.com, or phone at [020 33 22 23 23](tel:02033222323), in which case the Booking will not be charged.
- b. A Same Day Job, at interval of 15 minutes from reserving the Service, by email to info@Cityhousekeeping.com, or phone at [020 33 22 23 23](tel:02033222323), in which case the Booking will not be charged.

- 9.2
- a. For cancellations with less than 48 hours' notice, for Scheduled Jobs, after which arrangements to provide the Services will have commenced, or if you have not acted in accordance with the rules on cancellation set out in clause 7.1 mentioned above, we will charge an administrative fee of 50 % of the booking total value, but no more than £150.
 - b. For Same Day Jobs, if you cancel after 15 minutes from reserving the Service, we will charge an administrative fee of 50 % of the booking total value, but no more than £150.

9.3 In case when the Service Provider/Housekeeper/Professional, arrives at your address, and it is not able to reach you or doesn't have access to your property, they will try to communicate with you by text message and phone for twenty minutes. When this period elapsed, you will be charged for missing the booking, with an amount equal with the value of the booking, and the service reservation will be cancelled.

10) INSURANCE

101 We have a £5m public liability insurance policy underwritten by a leading insurer. There are excesses of at least £250, depending on the specific type of claim, which will be at your cost.

102 This policy covers certain circumstances, for example, injury to the Housekeeper/ Service Provider, damage to property worked on, failure to secure your premises and loss of your keys.

11) THIRD PARTY LINKS

Links to third party Website/Apps on the Website/App are provided solely for your convenience. If you use these links, you leave the Website/App. We have not reviewed any of these third-party Website/Apps and do not control and are not responsible for these Website/Apps or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third-party Website/Apps linked to the Website/App, you do so entirely at your own risk.

12) PRIVACY

We process information about you in accordance with our Privacy Policy. By using our Website/App, you consent to such processing and you warrant that all data provided by you is accurate.

13) LIABILITY

- 131 In the case when customers are not completely happy with the quality of the Service Provider/Housekeeper/Professional work, they may formulate a complaint with them. If you wish that City Housekeeping to interfere as an arbitrator, the dispute must be initiated in maximum 48 hours from the moment of Job completion, or from the moment when the Job supposed to be finalized by the Service Provider/Housekeeper/Professional.
- 132 The solely role that City Housekeeping will play in a Dispute is the one of a mediator, and nothing else, also subject to section 13.3 below.
- 133 Once the Parties attempt to reasonably resolve the dispute on their own, but cannot find a resolution to please them both, they can rise it to City Housekeeping, and a recommendation for reconciling the Dispute will be offered. The Parties are not obligated to consent to City Housekeeping recommendation, unless previously reached to an agreement on this matter.
- 134 The Parties are responsible to act in good faith, and reasonable try settle to a mutual agreement, but if this is not achieved, City Housekeeping is allowed to provide the Customer detail to the Service Provider/Housekeeper/Professional, and may also provide the Customer with the other party details. You agree to use the Service Provider/Housekeeper/Professional details only under the stipulations of this Terms, and only for the appropriate purpose.
- 135 City Housekeeping liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Services you purchased in the previous month.
- 136 This limitation does not include or limit in any way our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 137 If a Customer is not pleased with City Housekeeping Website/App, or these Terms, the Customer must stop using the Website/App.
- 138 If a third party causes any damage, the customer agrees not to blame the Housekeeper/Service Provider/Professional, and the same in the case when the damage is existing before the booking time.
- 139 We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited: to loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; or, waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise. In case of damage/loss, the Customer and Service Provider/Housekeeper/Professional will seek to resolve amongst themselves.
- 1310 Giving the current situation with CORONAVIRUS outbreak, it is your OBLIGATION to inform us and your cleaner, if you have coronavirus symptoms or you have entered in contact with someone who has symptoms or have been tested positive for Covid19. Then your booking will be cancelled! Failing to do so will incur a £600* fee, for paying the cleaner to self-isolate for a period of 14 days.

*This amount was calculated as an average of the total income that a cleaner earns in a period of one-month full time working.

13.11 We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your Booking and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website/App.

13.12 The customer can send a case to The Ombudsman, in the situation when City Housekeeping has not been able to solve a complaint within four weeks since the Customer raise it.

13.13 Ombudsman is an independent entity having expertise in resolving disputes between consumers and buyers. Ombudsman contact details:

Email: enquiries@theretailombudsman.org.uk

Tel: 02031 3782 68

Website/App: www.theretailombudsman.org.uk

14) EVENTS OUTSIDE OUR CONTROL

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: strikes, lock outs or other industrial action; civil commotion; riot; invasion; terrorist attack or threat of terrorist attack; war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; acts, decrees, legislation, regulations or restrictions of any government.

14.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

15) GENERAL

15.1 Intellectual property and right to use

15.1.1 Unless otherwise stated, the copyright and other intellectual property rights in the content on the Website/App are owned by us or our licensors. Any access or use of the Website/App for any reason other than your personal, non-commercial use is prohibited.

15.1.2 No part of the Website/App may be reproduced or stored in any other Website/App or included in any public or private electronic retrieval system or Website/App without our prior written permission.

15.13 You acknowledge and agree that the material and content comprised within the Website/App is made available for your personal non-commercial use only and that you may download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website/App is strictly prohibited.

15.14 You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

15.15 If you publish any content on our Website/App, such as reviews, comments, ratings, profiles or listings, you grant us a worldwide, perpetual, non-exclusive, royalty-free licence to copy, alter, adapt or display such Content on our Website/App.

152 Compliance with laws

The Website/App may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website/App and any transactions conducted on or through the Website/App.

153 Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our Website/App. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

154 Notices

All notices given by you to us must be given to City Housekeeping Limited at Office 3.05 1 King Street, London, England, EC2V 8AU. We may give notice to you at either the email or postal address you provide to us when making a Booking, or as specified above. Notice will be deemed received and properly served immediately when posted on our Website/App, 48 hours after an email is sent, or five days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.

155 Transfer of rights and obligations

155.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

155.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

155.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

156 Severance

If any part of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Terms and shall not affect the validity and enforceability of any of the remaining provisions of these Terms.

157 Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

158 Entire Agreement

These Terms and any document expressly referred to in them constitute the entire agreement between us with respect to the subject matter of any contract and supersedes any previous communications or agreements between us.

159 Our Right to Vary these Terms

We have the right to revise and amend these Terms from time to time. You will be subject to the policies and Terms in force at the time that you book Services from us. Please regularly check on our Website/App for new versions.

15.10 Law

These Terms and the Contracts shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England. Any dispute or claim arising out of or in connection with the Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

15.11 Contact Information

We can be contacted by phone at 0203 322 2323, by email at info@Cityhousekeeping.com and by post at Office 3.05 1 King Street, London, England, EC2V 8AU.

This page and our platform terms and conditions were last updated on 09th June 2020 at 18:44 PM and it is valid until further

09/06/2020

notice

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