

# Terms of Service Agreement – Home Cleaning

*To ensure your service runs consistently and effectively, with our team being punctual, efficient, and well prepared, we have developed some key terms and conditions to operate by.*

Use of our services constitutes your acceptance of these terms and conditions. There is no term to this agreement between you, the client and **Clean Freaks Care Inc.** in Pemberton BC. You may cancel your cleaning service at any time. Clean Freaks Care Inc. also reserves the right to cancel the service provided at any time. Use of our services constitutes your acceptance of the terms and conditions in the pages below

## **SERVICE:**

We only service **non-smoking** properties. This Terms of Service Agreement applies to the following LIGHT DUTY cleaning services offered by Clean Freaks Care Inc. in a HOME:

- Initial / First Time Clean
- Sporadic / Spring Clean
- Recurring Clean (daily, every 1/2/3/4 weeks)
- Post Construction Clean
- Move In / Move Out Clean
- Airbnb/Short Term Vacation Rental Clean
- Pre-Event/Pre-Sale Clean
- Post-Event Clean
- For carpet/rug/upholstery cleaning, refer to this separate
- For commercial cleaning, including strata and building maintenance, refer to your customized Agreement.

## **BOOKING:**

1. The client may make a booking either in person, by telephone and email.
2. At the time of booking the client must provide details of any hazards, slippery surfaces, risks or dangers.
3. Clean Freaks Care Inc. provides all quotations at the time of booking.
4. Clean Freaks Care Inc. reserves the right not to accept a booking for any reason.

## **QUALITY ASSURANCE:**

Our quality control processes consist of making random inspections (Quality Checks) and phone calls. A senior team member may enter your property during your service at any time to ensure standards are being followed. They may call you for buzzer access. We believe that Quality Checks and routine follow-ups are the best way to maintain high standards.

## SATISFACTION GUARANTEE:

1. We guarantee all cleaning work within the scope of your Work Order Confirmation (emailed to you after initial booking). Work Orders have your onsite contact information, date of service, default cleaning Checklists, pricing and link to this Terms of Service agreement.
2. In your Beginning Walk-Through (inspection), you can ask the Team Leader whether you wish to discard some default checklist items in order to spend more time in other areas. (Eg. You may desire to skip x room(s) in order to create more time for double mopping the kitchen and dining room floors.)
3. For one-time bookings, we highly recommend you attend our Walk-Throughs at the beginning and end in order to communicate your expectations. Although we know how to clean, we do not know every area or priority of private properties. **The Final Walk-Through provides you the opportunity to mark down unsatisfactory tasks from our Checklist, which we will do our best to re-clean immediately.**
4. **We offer free Return Services within 3 days of completion to fix the unsatisfactory items.**
5. Since cleaning is a very personalized and subjective service, you understand that Clean Freaks Care Inc. does not offer refunds/discounts on any portion of your cleaning fee.

## LATE CANCELLATION FEE:

If it is necessary for you to reschedule, cancel your one time/sporadic booking (or skip your recurring booking), we require a minimum of 48 HOURS NOTICE by email to [info@cleanfreakscare.com](mailto:info@cleanfreakscare.com) (no voicemails or texts). Otherwise, you agree to pay a late Cancellation fee equivalent to 50% of your booking. (Eg. If you booked a service worth \$200, you pay \$100.) This fee applies to ALL circumstances — including power outages, COVID-19 symptoms, illness and family emergencies.

## LOCKOUT FEE:

Rare instances happen where the team arrives on time but waits for the client to open. (Sometimes clients need to handle emergencies or simply forget, sleep in or are delayed in a meeting...) You agree to pay a lock out fee for the team's wait time before you open the door. **This is calculated by the number of team members x minutes waited x your man-hour rate.**

When you skip a recurring booking on short notice or lock out the team, employees must still be paid under the BC employment act. It also delays other clients in our schedule and affects client satisfaction.

## CONDUCT:

**Please respect workers.** Our team members will be respectful, not smoke, eat or drink, while in your property, nor do they watch TV. Their only purpose while in your home is to fulfill the agreed cleaning service.

## SAFETY, HEALTH & WORK CONDITIONS:

1. As your property is our worksite, BC work standards requires you to provide team members a reasonably safe and comfortable space to work (eg. **heating** in the winter, **lights**, electricity, washroom with **hand soap and toilet paper**).
2. If you have a **viral infection** (such as flu or COVID-19), please wear a face mask if you need to speak to our team onsite. We do not wish to spread illness. Please be considerate to **open your windows for fresh air** before our arrival....
3. You must have a **hot water source** for us to clean properly.
4. As we do not work at your property every day, we are less familiar with our work surroundings. Please do not leave **tripping hazards** for us. Please put away sharp objects. **Before we come, please pickup clothing/garbage off the floor** (as we do not decide what is or is not garbage.)

5. The Team Leader is entitled to undertake a **job safety analysis before the commencement** of any work to assess the health and safety risk at the property.
6. Moisture on your furniture, floors and carpets can present a slip hazard on nearby hard surface areas, we ask that the client avoid any areas that we are cleaning, and will advise any other guests, residents or contractors of this hazard until the floors and carpets are dry.
7. The client must ensure that the environment that the client is inviting the team to work in, is a safe environment free from electrical, structural or bio-hazards.

#### **SUPPLIES:**

1. We provide all cleaning equipment/supplies, including a HEPA filter vacuum cleaner, commercial flat-head microfiber mop, color-coded cleaning towels, cleaning solutions and a fresh set of tools.
2. We cannot use your equipment or chemicals for liability reasons.
3. You agree to provide a toilet brush beside each toilet.

#### **KEYS:**

Please make sure your property is accessible to us. If you are not available for entry, please leave a key/code to your property in a secure, agreed upon location the day of the cleaning.

#### **SECURITY ALARMS:**

If your property is equipped with a security system, please ensure that it is in the "OFF" position or inform our office of the codes before service. Be sure to notify our office if this code changes.

#### **CLUTTER & GARBAGE:**

- **Clutter.** Your cleaning will be far more satisfactory if the team does not have a great deal of clutter to contend with. Desks that have a large amount of paperwork for instance may not be cleaned. We do not organize papers. We do not throw out anything that is not already in a garbage bin, as we do not assume what is garbage!
- **Garbage. We are not responsible for disposing garbage and recycling unless agreed upon in contract.**

#### **PETS & PLANTS:**

1. Plants: we do not water plants or move pots. Avoid putting plants on window sills or places where pots can fall.
2. Pets: our team members appreciate when pets are secured and that you pick up after them before service. If your pets are running around free during cleaning, we are not responsible for dirty footprints or fallen pet hair after we mop.
3. We are not responsible for locking pets in or escaping pets.
4. For dogs who do not stop barking, please take them out of the property before service. Staff cannot work properly with distractions.
5. We do not clean/pickup urine/feces from the floor.

#### **ARRIVAL TIME & WINDOW:**

Cleanings are scheduled in an order that requires the least amount of drive time for each team. This means the exact time of your cleaning may differ each time. If you require an AM or PM schedule, we will make every effort to accommodate your request however no times are guaranteed. Most recurring clients agree to a set "**Arrival Window**," which is the time window you allow us to arrive within. For eg. If you agree to an arrival window of "between 12pm and 3pm," we could arrive at 12:20 pm or 1:50 pm or 3:00 pm...

## **JOB QUOTATIONS:**

1. The actual price payable by the client is the quoted price provided by Clean Freaks Care Inc.
2. Unless specified otherwise, all prices and quotations have GST on top.
3. Any price quoted by Clean Freaks Care Inc. is an estimate only based on Clean Freaks Care Inc experience, without inspection, and based on information provided by the client.
4. Quotes are valid for a period of 30 days from the date of the quote.
5. The quote we provide over the telephone or via email, is based on information provided by the client to Clean Freaks Care Inc, and in the absence of specific room, tasks or clearly definable descriptions will be based on standard square footage estimates. If the actual work to be performed is different to what has been quoted for, the price will vary accordingly.

## **SPECIAL REQUESTS / ADD-ONS:**

You may request Add-Ons after your initial booking/Work-Order Confirmation. This is billed in addition to the original quote. Please email us in advance for Special Requests. For example:

- Post construction cleaning (extra drywall dusting, paint spot removal)
- Inside cupboards
- Inside fridge
- Inside oven
- Inside windows
- Wipe venetian blinds
- Baseboard/door/wall marks
- Balcony – windows + railing dusting + sweeping
- Laundry – complete laundry onsite/offsite
- Laundry – start a load in the washer
- Linens – take out completed load from dryer and fold
- Linens – change bed linens
- Clothing – fold clothing / hang into closet
- Garbage runs – sort garbage, recycling
- Polish furniture/gold/silver

We will do our best to schedule extra time.

## **BILLING TERMS:**

1. Net Term: Payment is due in full upon completion of cleaning.
2. Payment methods: We accept E-transfer, EFT, credit cards **or** cheques.
3. Deposit: Deposits apply to one time / sporadic bookings. Bookings confirmed over 48 hours before service require a 50% deposit. Bookings confirmed within 48 hours of service require a 100% deposit. (It is fully refundable when you cancel 48 hours or more before your booking.)
4. Credit Cards: When you provide us your credit card information, you allow us to process your account balance upon completion of service. Your card information is securely stored on an encrypted server. Client is responsible to pay a 2.5% processing fee for credit card payment.
5. Refunds: Refunds for cancellation – see section “LATE CANCELLATION FEE.” Refunds for dissatisfactory work – see section “SATISFACTION GUARANTEE.” Refunds are returned to the same payment method you provided, processed within 3 business days.
6. Bounced checks: Checks returned for non-payment, (insufficient funds, closed account, etc.) will be charged a \$45 bank NSF fee in addition to making good on the payment for services.

### **LATE PAYMENT FEE:**

1. The client agrees that if Clean Freaks Care Inc. has not received payment in full for the Service within one calendar month of the original invoice date, then a late payment fee of \$25 applies for the first month. Interest will be charged on the fixed rate of 10% per annum on each day that any amount remains outstanding thereafter.
2. If the client's account is outstanding for more than 3 months, we will call at your property to collect payment in person, in which case an additional \$90 minimum call out fee will apply.
3. Clean Freaks Care Inc. reserves the right to pass the debt on to a collection agency and refer the clients' personal details to credit reporting agencies if the client's account remains overdue past this point. This will incur additional charge.
4. In addition to the amounts set out above, the client agrees to indemnify Clean Freaks Care Inc. for all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by Clean Freaks Care Inc. in connection with a demand, action, or other proceeding (including mediation, out of court settlement or any action taken for recovery of debt from the client) arising out of a breach of these terms including the failure by the client to pay an amount by the due date.

### **TIPPING:**

We are grateful for delighted clients gifting \$5.00-100.00 at services, and this is immensely appreciated but NOT required. Unless you request otherwise, tips are divided evenly among team members.

### **CLEANING FEE/RATE CHANGES OR INCREASES:**

Rates may increase each year due to inflation, global supply chain shortages, BC labor shortages, wage increases to keep up with competitive market wage. This is standard not only in the cleaning industry, but across all sectors. Fees may also change when you change the scope of your Work Order, or move to a new property. You are emailed a notice of the increase before it takes effect.

### **OUT OF SCOPE ITEMS WE CANNOT CLEAN:**

Team members leave certain items untouched, such as personal items, sentimental displays, jewelry boxes, makeup, electronics, shower toiletries, art or areas containing any body fluids or excretions. We only clean around these areas. Seasonal insect infestation can also be a problem and may prevent us from completely cleaning your property. If ants, termites, roaches, fleas, etc., are encountered, we will not clean or vacuum the area. We will leave you a note, or call you regarding the problem. We do not clean inside curio cabinets. If you have firearms on display, you must be licensed and let us know in advance. If you have recreational drugs on the counter, it looks like dust to clean and will be wiped / vacuumed. If you have other items you prefer, we do not clean or handle, please call the office and we will arrange to avoid those items. Employees cannot climb higher than a three-step ladder, work on the outside of your home (except sweeping patio), move furniture that contains electronics, lift any objects over 20 pounds, prepare meals, provide any pet or children-related services, or empty diaper pails.

Addition "**out of scope**" examples:

- Exterior cleaning
- Exterior windows (except patio sliding doors + sweep/dust balconies and front doors)
- Pressure washing
- Treat stains on fabric/drapery/carpet/rugs/upholstery (that does not lift after wiping/vacuuming)
- Steam/Iron clothing
- Junk removal
- Damage or Odour from smoking / Ozone treatment / Filtration Services
- Change Light Bulbs

- Pest Droppings
- Balcony: awning washing/moss removal/concrete and tile washing
- Barn
- Clogged toilets and bathtubs
- Heavy duty cleaning such as mold remediation, biohazards, hospital and specialized cleaning
- Fireplace
- Fire/Flood Damage
- Soot from smoke and cigarette
- Cobwebs or dusting above 9-foot ceilings
- Curtains or cotton window coverings
- Delicate High Hanging Light Fixtures such as chandeliers
- HVAC/Inside vents, air ducts and heaters
- Organize, sort or shred papers and documents
- Aged/Peeling window frames
- Reseal grout and surfaces
- Tile grout (shower grout is cleaned. Discoloration of silicone is permanent / cannot be cleaned.)
- Hoarder occupied
- Homeless area
- Criminal area

#### **ACCIDENTS & DAMAGE POLICY:**

If you have valuables or delicate items, etc., it would be helpful if they would be put away to avoid damages. Regrettably, although not common, something may be broken. Team members are instructed to call our office at once if ANYTHING is broken, and advise you of the accident.

Our client support team aims to resolve all matters promptly. Each case is unique, and we have consistently provided satisfactory solutions in light of accidents. **Please report suspected damages within 24 hours of service completion via email to [info@cleanfreakscare.com](mailto:info@cleanfreakscare.com).** To the extent permitted by law, the client is not entitled to claim any loss for any incident if the incident is not reported within 24 hours of completion of the service.

After we receive all relevant reports, your case will be investigated by our Quality Assurance manager. In the event an item is confirmed damaged or broken by Clean Freaks Care Inc., we reserve the option to repair or replace the item. If that is not possible, a monetary reimbursement at the current value can be offered. A dollar value of "one-of-a-kind" items destroyed must be demonstrated in order that a settlement may be determined. Any major damages may require third-party assessment by trades or insurance. To the extent permitted by law, damage or loss to the following items is specifically excluded from the liability of Clean Freaks Care Inc. under these terms and conditions: cash, jewelry, art, antiques, and items of sentimental value, broken furniture, scratched surfaces (like stainless appliance fronts), defects in property construction/design/trimmings, air conditioning wiring, baby items, bird baths, bird houses, chairs, concrete, dog beds, delicate or older carpet/rugs/mats that may have fringes or loose threads, drainage, fences, fence posts, flower boxes, holiday décor, path lighting, , play sets and toys, pottery, outdoor curtains, stone pathways, unprotected trees, trampolines, plastic pools or other swimming pools, windows, exposed cables/wires, sprinkler components/lines normally found below the surface of the lawn. We are not responsible for fallen/broken wall hangings attached with anything other than "real" picture hooks. No straight pins, thread, etc. If we are required to move objects to service your property, such as furniture, appliances, toys, clothing, we will not be responsible for damage caused by moving the object from where we need to provide service.

**NON-SOLICITATION OF TEAM MEMBERS:**

All team members agree to non-competition with Clean Freaks Care Inc. They are prohibited from soliciting business from any client on his/her own behalf or on behalf of any third party during their employment with Clean Freaks Care Inc. for 2 years following termination of employment, without written approval from Clean Freaks Care Inc. and a possible placement fee starting at \$3,000.00. You agree to not hire team members of Clean Freaks Care Inc. for a period of not less than 2 years from the date the team members last worked for Clean Freaks Care Inc. In the event you feel you must hire a team member of Clean Freaks Care Inc. in spite of this agreement, then a \$3,000.00 CAD placement fee is due immediately upon employment of the past/present team members, regardless of whether the employment is regular or on a contract basis.

**CHANGES TO AGREEMENT:**

Clean Freaks Care Inc. reserves the right to update or modify these terms and conditions at any time without prior notice, and may do so by publishing an updated agreement. Each updated agreement will take effect via email.

**JURISDICTION:**

This Agreement will be governed by the laws of British Columbia. The Parties agree that the courts of the Province of British Columbia will have exclusive jurisdiction in regard to any dispute relating to any matters that are subject to this Agreement.

**EXECUTION:**

This Agreement may be executed in counterparts and may be delivered by facsimile, email or document-signing applications, each of which will be deemed an original and all of which together will constitute the same document.

This Agreement, including any schedules attached hereto, will together constitute the entire agreement between the Parties and each of them, as pertaining to the subject matters dealt with herein and each of the paragraphs herein is contractual and not merely recital.

***As a valued client, we thank you in advance for your understanding and respect for these policies. Your support and honest feedback will elevate your experience.***