



Terms and Conditions

EFFECTIVE DATE: 1st September 2024

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.qualitascleaning.co.uk (the Site) and/or our mobile application (the App), whether as a guest or a registered user, and the connection service that we provide through them (collectively, qualitas cleaning limited).

Please read these terms of use carefully before you start to make any use of Qualitas Cleaning Limited, as they will apply to your use of it (although please note that they will not apply to any third party services you request through Qualitas Cleaning Limited). We recommend that you print a copy of these terms of use or save them to your computer or device for future reference.

By using Qualitas Cleaning Limited, 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 Qualitas Cleaning Limited.

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 Qualitas Cleaning Limited, you consent to such processing and you warrant that all data provided by you is accurate.

Information about us and how to contact us

Qualitas Cleaning Limited uses a technology platform, accessed through the Site or the App, that connects users (such as you) with our staff or third party providers of cleaning services and certain other services as listed on the Site (Service Providers). It enables you to engage a Service Provider in your area for the provision of those services.

Qualitas Cleaning Limited is a limited company registered in the United Kingdom under company number 15915778

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 contact@qualitascleaning.co.uk or by pre-paid post to our main trading address Office 548, 58 Peregrine Road, Hainault, Ilford, Essex, IG6 3SZ. If we have to contact you or give you notice in writing, we will do so by email to any email address you provide to us.

Disclaimer

It is the responsibility of the Service Provider to perform any services you request through Qualitas Cleaning Limited and you agree to comply with any terms of service that apply.

On occasion, we may employ and contract out work to Service Providers. For staff employed by Qualitas Cleaning Limited, they are covered by the company insurance. We ensure that any contracted workers have their own liability insurance.



If you have a complaint in relation to the services provided by a Service Provider, that complaint must be formally made through our website and we will use our reasonable endeavours to try to resolve the dispute.

We do take reasonable measures to ensure the suitability and quality of the Service Providers, including, without limitation, conducting interviews, obtaining proof of identity and address and obtaining references. However, you acknowledge that, in carrying out any checks, we may be reliant on information supplied by third parties and we cannot guarantee that such information is accurate. We also cannot guarantee that any particular Service Provider is suitable for your purposes and you use Service Providers at your own risk, although we may remove a Service Provider from Qualitas Cleaning Limited on the basis of any feedback you or other users provide in relation to that Service Provider if we deem it appropriate, but are under no obligation to do so.

Use of the App

In consideration of you agreeing to abide by these terms of use, we grant you a non-transferable, non-exclusive licence to use the App on any mobile telephone or other handheld device (Mobile Device) controlled or owned by you. All other rights in the App are reserved by us and by our licensors and we remain the owners of the App at all times.

In addition to these terms of use and our privacy and cookie policy, your use of the App is also subject to any rules or policies applied by any appstore provider or operator from whose site (Appstore) you downloaded the App (although please note that the Appstore has no responsibility for the App or its content). To the extent that there is a conflict between those rules or policies and these terms of use and our privacy and cookie policy, these terms of use and our privacy and cookie policy shall take priority.

Changes to these terms of use and updates to the Site and/or the App

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 Qualitas Cleaning Limited and (if applicable) delete the App from your Mobile Device.

We may (but are under no obligation to) update the Site and/or the App from time to time, and may change the content on them at any time. You may, following an update, need to download the latest version of the App in order to continue using it.

Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on Qualitas Cleaning Limited.

Accessing Qualitas Cleaning Limited

The Site is made available free of charge.

We make no representations, warranties or guarantees, whether express or implied, that Qualitas Cleaning Limited or any content on it: (i) will always be available or be uninterrupted; (ii) will be error-free, accurate, complete or up-to-date; or (iii) will be secure or free from bugs or viruses.

Access to Qualitas Cleaning Limited is permitted on a temporary basis and we may suspend, withdraw, discontinue or change all or any part of it without notice. We will not be liable to you if, for any reason, Qualitas Cleaning Limited is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to access Qualitas Cleaning Limited (including configuring your information technology) and you should use your own virus protection software.

Registration and security

Use of, and access to, certain parts of Qualitas Cleaning Limited may require you to register with us. If you wish to register, you must complete all of the fields on the registration page.

If required, you must not create your own Qualitas Cleaning Limited account using an email address other than your own or one that you are permitted to use and, if you know or suspect that someone other than you has successfully registered to use Qualitas Cleaning Limited using your email address, you must notify us immediately at contact@qualitascleaning.co.uk

If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential and must not disclose it to any third party or allow any third party to use or access your account. We have the right to disable any username or password, whether chosen by you or allocated by us, at any time if, in our reasonable opinion, you have failed to comply with any of the provisions of these terms of use.

You may not authorise others to access Qualitas Cleaning Limited using your username and password and you may not assign or otherwise transfer your account to any other person or entity. If you know or suspect that anyone other than you knows your username or password, you must promptly notify us at contact@qualitascleaning.co.uk and change your password.

You are responsible for all acts and omissions of any third parties who use your username or password to access Qualitas Cleaning Limited, whether fraudulently or not, and you agree to reimburse us on demand for any loss we suffer as a result of such use.

Pricing and payment

Our pricing policy is set out on the Site and can be accessed there. We reserve the right to make changes to our pricing policy at any time, although we will notify you by email at least one week before any such changes take

effect. If you do not agree to any such changes, you should stop using Qualitas Cleaning Limited and (if applicable) delete the App from your Mobile Device.

When you first request the services of a Service Provider, you may be asked to provide us with valid credit or debit card payment details to pay for the services you request through Qualitas Cleaning Limited. We will store your card details for such purpose and you agree that we may undertake authorisation checks on that card (including when you use Qualitas Cleaning Limited to request the services of a Service Provider).

If you request the services of a Service Provider for a one-off visit, your card details will be taken automatically and processed by our third party payment service provider in advance of the scheduled visit using the card details provided by you. Payment of the balance will be taken following the end of the scheduled visit.

If you request the services of a Service Provider on a repeat basis, your card details will be taken automatically and processed by our third party payment service provider in advance using the card details provided by you. Payment of the balance will be taken following the end of the first scheduled visit. For subsequent visits, payment will be taken following the end of the scheduled visit.

The amount you will pay will comprise: (i) a fee due to the Service Provider based on the duration of the visit(s) (i.e. the number of hours worked); and (ii) a fee due to us. We collect the fee as the employer/ or agent of the Service Provider.

If any amount due from you remains unpaid, we reserve the right: (i) to charge reasonable administration costs; (ii) to charge interest (both before and after judgement) on the outstanding amount at the rate applicable to judgement debts under the Late Payment of Commercial Debts (Interest) Act 1998; (iii) to arrange for any further bookings made by you to be suspended; and/or (iv) to take such other action as we deem appropriate, including, without limitation, immediate, temporary or permanent withdrawal of your right to use Qualitas Cleaning Limited.

To the extent applicable, all fees are inclusive of VAT at the prevailing rate.

Booking process and cancellation

If you request the services of a Service Provider, we will notify you by text message and/or email when a Service Provider has accepted your request and confirmed the booking.

If you decide to cancel a booking (whether for a one-off visit or on a repeat basis), you may do so via the Site or the App, subject in each case to the following conditions: (i) if a Service Provider has not yet confirmed the booking, you may cancel it without charge; (ii) if a Service Provider has confirmed the booking but has not yet carried out the services requested, you may cancel it without charge up to 24 hours before the scheduled start time of the visit (and, if we have already taken payment of a deposit for such visit, we will offer you a full refund in respect of the relevant amount if you do not wish to rearrange the visit); and (iii) if you cancel less than 24 hours before the scheduled start time of the visit, we reserve the right to charge a cancellation fee as stated on the Site which will be charged to your registered credit or debit card. Cancellations direct with the relevant Service Provider are not permitted and will not be accepted.

Bookings can be made on a weekly, fortnightly or one-off basis. Users making a one-off booking are subject to no further commitment beyond their initial booking.

Weekly and fortnightly bookings are subject to a 12 booking minimum commitment. If you need to reschedule or cancel any bookings the 12 booking minimum will still stand and only apply to completed bookings, we reserve the right to charge you a cancellation fee of £25.00 if cancelled less than 24 hours before the scheduled start time.

If a booking is cancelled by the Service Provider or if the Service Provider fails to attend the agreed location to provide the services requested, please notify us within 24 hours following the scheduled start time of the visit and, if still

required, make another request for the relevant services to be provided by the Service Provider (or another Service Provider) at another mutually agreeable time. If we have already taken payment of a deposit for such a visit, we will offer you a full refund in respect of the relevant amount if you do not wish to rearrange the visit. If the service provider attends the agreed location but there is nobody at the location or there is no means of accessing the address to carry out the service, without any cancellation notice received, full payment will be taken with the provided payment details.

Service Providers

You agree to treat Service Providers courteously and lawfully and to provide a safe and appropriate working environment for them in compliance with all applicable laws and regulations. You also agree to provide them with all reasonable information, cleaning supplies and co-operation required to enable them to provide the services you have requested.

You acknowledge that your preferred Service Provider, if you have one, may be unavailable from time to time, whether due to illness or vacation or through ceasing to use Qualitas Cleaning Limited.

You agree, for so long as the agreement between you and us is in force and for a period of six months thereafter, not to book the services of, or engage, any Service Provider you have used, or whose contact details you have received from us, other than via Qualitas Cleaning Limited. If you are found to do so, a discretionary and initial fee of £99 may be applied, however, this does not limit our ability to seek further damages and we reserve the right to do so should this gross breach of our terms occur.

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in Qualitas Cleaning Limited and in the material published on it. You acknowledge that you have no rights in or to Qualitas Cleaning Limited 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 Qualitas Cleaning Limited in breach of these terms of use, your right to use Qualitas Cleaning Limited will cease immediately.

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

Your liability to us

You acknowledge that Qualitas Cleaning Limited has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of Qualitas Cleaning Limited meet your requirements.

Unless otherwise specified in these terms of use, we will only be liable to you for any loss or damage (whether in contract, tort (including negligence), breach of statutory duty or otherwise) arising under, or in connection with, your use of, or inability to use, Qualitas Cleaning Limited if such loss or damage is a foreseeable result of our breach of these terms of use or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach of these terms of use or our negligence or if it was reasonably contemplated by you and us at the time of the agreement between us coming into effect as a possible result of such breach or negligence.

If you are a business or an individual using Qualitas Cleaning Limited in a business capacity, please note that:

- our maximum aggregate liability under, or in connection with, these terms of use (including your use of Qualitas Cleaning Limited) whether in contract, tort (including negligence) breach of statutory duty or otherwise, shall in all circumstances be limited to the service fee paid by you to us during the 12 month period immediately prior to the liability arising;
- we will not be liable for: (i) loss of profits, sales, business or revenue; (ii) business interruption; (iii) loss of anticipated savings or interest; (iv) loss of

business opportunity; (v) loss of or damage to data; (vi) loss of or damage to reputation or goodwill; or (vii) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind; and

- to the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to Qualitas Cleaning Limited or any content on it, whether express or implied.

If you are a consumer, you may only use Qualitas Cleaning Limited for domestic and private use. You agree not to use Qualitas Cleaning Limited for any commercial, business or resale purposes and, if you do, we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

We will not under any circumstances be liable for:

- the behaviour, acts or omissions of any Service Providers not directly employed by us that you engage through Qualitas Cleaning Limited or the quality of the services they provide; or
- any loss or damage caused by any bug, virus, distributed denial-of-service attack or other technologically harmful material that may infect your information technology (including your Mobile Device), data or other proprietary material due to your use of Qualitas Cleaning Limited or your downloading of any content on it or on any website linked to it.

Nothing in these terms of use:

- excludes or limits our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by legal requirements.
- is intended to affect your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards office.

Your liability to us



You may only use Qualitas Cleaning Limited for lawful purposes. You may not use it:

- in any way that breaches any applicable local, national or international laws or regulations;
- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- to send, knowingly receive, upload or download, use or re-use any material which does not comply with our content standards as set out below;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- knowingly to transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed adversely to affect the operation of any computer software or hardware;
- in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users of Qualitas Cleaning Limited; and
- to collect or harvest any information or data from Qualitas Cleaning Limited or our systems or attempt to decipher any transmissions to or from the servers running Qualitas Cleaning Limited.

You also agree:

- not to permit Qualitas Cleaning Limited or any part of it to be combined with, or become incorporated in, any other programs;
- not to reproduce, duplicate, copy or re-sell any part of Qualitas Cleaning Limited in contravention of these terms of use;

- not to access without authority, penetrate, interfere with, damage or disrupt (or attempt to do any of the same): (i) the accounts of other users of Qualitas Cleaning Limited; (ii) any part of Qualitas Cleaning Limited or its security measures; (iii) any equipment or network on which Qualitas Cleaning Limited is stored; (iv) any software used in the provision of Qualitas Cleaning Limited; or (v) any equipment or network or software owned or used by any third party;
- not to copy the App except where such copying is incidental to normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities: (i) is used only for the purpose of achieving inter-operability of the App with another software program; (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and (iii) is not used to create any software that is substantially similar to the App; and
- not to provide or otherwise make available the App in whole or in part (including object and source code) in any form to any person without prior written consent from us.

Content standards

These content standards apply to any and all material which you contribute to Qualitas Cleaning Limited and to any interactive services associated with it. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution, as well as to its whole.

If you make use of any feature that allows you to post or upload any content to Qualitas Cleaning Limited (for example, by providing a review, feedback and/or comments in relation to a Service Provider or when making contact

with Qualitas Cleaning Limited or other users of Qualitas Cleaning Limited), any such content must be accurate and genuine and must not:

- be defamatory of any person;
- be obscene, offensive, hateful, inflammatory or otherwise objectionable;
- promote violence or indecent or sexually explicit material;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe or violate any copyright, database right, trade mark or any other intellectual property right of any other person;
- be likely to deceive any person;
- be made in breach of any laws or any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- advocate, promote, assist or enable any illegal or unlawful activities (including, without limitation, copyright infringement or computer misuse) or intend to defraud, swindle or deceive other users of Qualitas Cleaning Limited;
- be threatening, abuse or invade another's privacy or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy another person;
- be used to impersonate any person or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if that is not the case;
- relate to commercial activities (including, without limitation, sales, competitions and advertising, links to other websites or premium rate telephone numbers); or
- disseminate or otherwise disclose another person's personal information without his or her prior permission or collect or solicit another person's personal information for commercial or unlawful purposes.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted or uploaded by you or any other user of Qualitas Cleaning Limited and we do not recommend or endorse any such content or accept any responsibility for its accuracy. Any such content will be considered non-confidential and non-proprietary and we have the right to use, store, copy, distribute and disclose the same to third parties (including the relevant authorities) for any purpose whatsoever without any liability or payment to, or recognition of, you of any kind. We also have the right to disclose your identity to any third party in respect of whom you provide a review, feedback and/or comments or who is claiming that any content posted or uploaded by you to Qualitas Cleaning Limited constitutes a violation of their intellectual property rights or of their right to privacy.

We have the right to remove or delete any posting you make on Qualitas Cleaning Limited or to disclose it to the relevant authorities if, in our opinion, your post does not comply with our content standards as set out above. If so, you must not attempt to re-post the relevant content.

Suspension and termination

You may terminate the legal agreement between us and, if you are a registered user, request the closure of your account at any time by emailing us at contact@qualitascleaning.co.uk

We will determine, in our discretion, whether there has been a breach of these terms of use through your use of Qualitas Cleaning Limited 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 Qualitas Cleaning Limited;
- immediate, temporary or permanent removal of any content uploaded, posted, submitted or displayed by you on or to Qualitas Cleaning Limited;
- 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 Qualitas Cleaning Limited:

- 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 Qualitas Cleaning Limited;
- you must, if applicable, immediately delete the App from all Mobile Devices; and
- you must not attempt to re-register to use Qualitas Cleaning Limited.

Linking to the Site

You may link to the Site's homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link to the homepage in any website that is not owned by you or in such a way as to suggest any form of association, approval or endorsement on our part where none exists. The Site must not be framed on any other site, nor may you create a link to any part of the Site other than the homepage.

We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with our content standards as set out above.

If you wish to make any use of any content on the Site other than that set out above, please contact us at contact@qualitascleaning.co.uk

Links to third party websites and resources

The Site and/or the App may contain links to other websites and resources provided by third parties, including, without limitation, advertisers. We have no control over those websites or resources or their availability and any links to them are provided for your information only. You will need to make your own independent judgement regarding your interaction with any such websites or resources, including the purchase and use of any products or services accessible through them. We are not responsible for, and do not endorse, their content or their privacy policies (if any) and we will not be liable for any loss or damage that may arise from your use of them.

Events outside our control

We will not be liable or responsible for any failure to perform, or any delay in the performance of, any of our obligations under these terms of use that is caused by any event or circumstance beyond our reasonable control, including any failure of public or private telecommunications networks or any delays or latency due to your physical location or your wireless data service provider's network.

Other important terms

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 only transfer your rights or obligations under these terms of use to another person if we agree in writing.

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.