

# TERMS & CONDITIONS FOR CLEANERS

Welcome to Cleaners on Tap Ltd!

## WHAT PARTS OF THESE TERMS APPLY TO ME?

This agreement governs your use of <https://cleanersontap.co.uk/> and any other services made available through the Platform. By using the Platform, you agree to be bound by this agreement which forms a binding contractual agreement between you, (the **User** or **Cleaner**), and us, Cleaners On Tap Ltd., a company registered in England and Wales (Company No. 15848212) having registered office at 2a Bouverie Road West, Folkestone, England, CT20 2RX (**Company, we** or **us**).

If you intend to use the Platform as a Cleaner, these terms will apply to you.

When we talk about the “**Services**” in this agreement, we are referring to the service offered by the Company of connecting the Cleaners and the Customers to facilitate the provision of services by the Cleaners to the Customers, through the Platform.

## 1 ELIGIBILITY

- (a) This Platform is not intended for unsupervised use by any person under the age of 18 years old or any person who has previously been suspended or prohibited from using the Platform. By using the Platform, you represent and warrant that you are either:
  - (i) over the age of 18 years and accessing the Platform for personal use; or
  - (ii) accessing the Platform on behalf of someone under the age of 18 years old and consent to that person’s use of the Platform.
- (b) Please do not access the Platform if you are under the age of 18 years old and do not have your parent or guardian’s consent, or if you have previously been suspended or prohibited from using the Platform.
- (c) If you use the Platform on behalf of a company or organisation you warrant that you have the necessary authority from that company or organisation to do so. If you are signing up not as an individual but on behalf of your company, your employer, an organisation, government or other legal entity (**Represented Entity**), then “you” or “User” means the Represented Entity and you are binding the Represented Entity to this agreement. If you are accepting this agreement and using our Services on behalf of a Represented Entity, you represent and warrant that you are authorised to do so.

## 2 ACCOUNTS

### 2.1 ACCOUNTS

- (a) In order to use most of the functionality of the Platform, all Users are required to sign-up, register and receive an account through the Platform (an **Account**).
- (b) As part of the Account registration process and as part of your continued use of the Platform, you are required to provide personal information and details, such as your email address, first and last name, copy of your identity proof, address proof, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, bank account details and other information as determined by the Company from time to time.
- (c) You warrant that any information you give to the Company in the course of completing the Account registration process will always be accurate, honest, correct and up to date.
- (d) Once you complete the Account registration process, the Company may, in its absolute discretion, choose to accept you as a registered user within the Platform and provide you with an Account.

- (e) The Company reserves the right to contact you about any concerning behaviour by you, or to seek a resolution with you.
- (f) The Company may, in its absolute discretion, suspend or cancel your Account for any reason, including for any failure to comply with this agreement.

## 2.2 ACCOUNT CANCELLATION

- (a) **(Cancellation by you)** You are responsible for the cancellation of your Account. You can cancel your Account at any time by using the functionality provided on the Platform.
- (b) **(Cancellation by us)** To the extent permitted by law, we reserve the right to terminate your access to any or all of the Platform at any time without notice, for any reason.

## 3 ELIGIBILITY AND QUALIFICATIONS

- (a) If in any of your Service Listings (as defined below) or anywhere on your Account you hold yourself out to possess certain qualifications (**Qualifications**), you warrant to the Company that you do hold such Qualifications and if requested, will promptly provide the Company with evidence of the Qualifications.
- (b) The Cleaner must ensure that if the Cleaner or its personnel does not hold a British passport, then the Cleaner or such personnel have the permission to live and work in the UK and the Cleaner or such personnel shall not be in contravention of applicable Laws by virtue of creating an account and providing the requisite services to the Customers.

## 4 SERVICE LISTINGS

You acknowledge and agree that:

- (a) you must use your best endeavours to provide as much information as possible in any listing or your profile, you submit to the Platform in which you offer to provide services and detail the nature of services you provide (**Service Listing**);
- (b) the Company may choose not to accept any Service Listing you submit to the Platform, and the Company may suggest necessary changes to be made to your Service Listing;
- (c) you must regularly update your availability in the booking calendar on the Platform, based on which the Customers will be able to view your availability and make booking for availing your services;
- (d) any information you supply in a Service Listing must be true, timely and accurate. This information will include description of the services, categorisation of the services, listing price, any images related to the service offered and any other supplementary information about the services etc.;
- (e) you must take all reasonable steps to complete the services as described in every Service Request which is submitted by a Customer and is accepted by you, including by not cancelling any part of such a Service Request;
- (f) collection, reporting and payment of VAT or any other taxes on provision of services, to the relevant tax authority shall be your sole responsibility; and
- (g) the Company will have no responsibility for the accuracy, reliability or timeliness of any Customer's response to a Service Request.

## 5 SERVICE REQUESTS

- (a) From time to time, the Platform may, using its algorithm, direct the Customers to your Service Listing, for availing services from you, however, the final decision for making a booking to avail your services will be with the Customers (**Service Requests**).
- (b) When the Customer submits a Service Request (i.e., completes the booking for availing your services), you will be able to view details of the specific services requested, details of the Customer and you will be responsible for provision of services requested by the Customer under such Service Request.

## 6 PROVISION OF SERVICES

- (a) You must ensure that all services specified in a Service Request that is submitted by a Customer, are provided:
  - (i) in accordance with all applicable laws, regulations, tax obligations and industry standards;
  - (ii) with due care and skill and in a professional, punctual and diligent manner;
  - (iii) so that the services are fit for their intended purpose;
  - (iv) using your own equipment and material for providing the cleaning services;
  - (v) in accordance with the necessary instructions, policies and guidelines framed by the Company in this regard including but not limited to the nature of equipment and material to be used in providing the cleaning services; and
  - (vi) on the date and at the times set out in the Service Request.
- (b) You acknowledge and agree that a Customer may review any services you provide under a Service Listing on the Platform and provide their feedback to the Company.
- (c) If a Customer requests to reschedule the delivery time for the services listed in a Service Request, you may choose to accept or reject such a request. However, in case you reject such request, then you need to intimate the same immediately to the Company to enable Company arrange a substitute Cleaner for providing services to the Customer under such Service Request.

## 7 FEES

- (a) Viewing the Platform, creating an Account, posting a Service Listing and accepting any Service Request is free.
- (b) The Company will be entitled to collect payment from the Customer towards the service fee for providing requested services to the Customer (**Quoted Amount**). We will charge you 15% of the Quoted Amount (**Service Fee**) for each Service Request that is submitted by a Customer and accepted by you for providing services. The Quoted Amount is inclusive of any expenses as may be incurred by the Cleaner in providing the services under the Service Request, including but not limited to the expenses incurred in travel to the Customer's site, material and equipment used in providing services etc.
- (c) When a Customer's Service Request is accepted, they will be prompted to pay the Quoted Amount.
- (d) The balance of the Quoted Amount minus the Service Fee (**Your Fee**) and the platform fee (Customer Fee) will be transferred by the Company to your nominated bank account, within 7 Business Days from the date of completion of provision of services to the Customer.
- (e) You:
  - (i) appoint the Company for the purpose of accepting Your Fee from the Customer; and
  - (ii) agree that payments made by the Customers to the Company will be considered the same as payments made directly to you.
- (f) The Company reserves the right to change the Service Fee at any time by updating this agreement, on written notice to you. We will provide you with at least 14 days' written notice if this occurs, and upon receipt of such notice you will have the right to terminate this agreement immediately, on written notice to us. Your continued use of the Platform after you receive such written notice will constitute your consent to the change and/or waiver set out in that notice.
- (g) You acknowledge and agree that, unless applicable laws or regulations require otherwise, taxes (including VAT) will be calculated and charged on the Quoted Amount and we will calculate the Service Fee on an amount equal to the Quoted Amount plus any taxes applicable to the Quoted Amount.

## **8 REFUNDS & CANCELLATIONS**

- (a) Without limiting or otherwise affecting the terms of this agreement, if you wish to cancel a service set out in an accepted Service Request, before you have performed all the relevant services, you must contact us using the Platform's functionality, including by providing details as to why you are cancelling. If the Company decides to investigate your request, you must provide assistance and information to the Company as reasonably requested.
- (b) If we accept your request to cancel a service set out in an accepted Service Request, we may take one or more of the following actions:
  - (i) cancel your Account you hold in connection with the Platform; or
  - (ii) charge a penalty for cancellation of an accepted Service Request, as per the Company's policy as may be in force at the relevant time.

## **9 BYPASSING**

- (a) You agree that while you are registered as a Cleaner on the Platform, regardless of the reason that your Account was suspended or cancelled, you will not, either directly or indirectly, solicit or attempt to solicit any business, work, income or other benefit, from any Customer whom you came to know about, or with whom you provided services to directly or indirectly, by using the Platform. This provision will apply whether or not the Customer or their representative is still active on the Platform.
- (b) The Company may, in its absolute discretion, cancel your Account and suspend you from using the Platform if it finds or suspects that you have breached or are in breach of this clause 9.

## **10 BINDING CONTRACT**

You agree that when a Customer submits a Service Request and make payment of the Quoted Amount, a contract is formed between you and the Customer, where you will provide the Customer with the service as specified in the relevant Service Request, in exchange for payment of the relevant Quoted Amount.

## **11 WARRANTIES**

By listing yourself as a Cleaner on the Platform, posting a Service Listing or responding to a Service Request, you represent and warrant that:

- (a) you are able to fulfil the requirements of the services specified in the Service Listing or Service Request;
- (b) you will provide services to each Customer:
  - (i) using suitably qualified and trained personnel exercising due care and skill in a professional, efficient, diligent and safe manner, and to the best industry standards;
  - (ii) in compliance with all applicable laws; and
  - (iii) any individuals involved in your performance of services to any Customer have not been previously convicted of an indictable offence, and any companies involved in your performance of services have no current legal, criminal, civil or administrative proceedings against them.

## **12 USER OBLIGATIONS**

As a User of the Platform, you agree:

- (a) not to intimidate, harass, impersonate, stalk, threaten, bully or endanger any other User or distribute unsolicited commercial content, junk mail, spam, bulk content or harassment;
- (b) to not share your Account with any other person and that any use of your Account by any other person is strictly prohibited. You must immediately notify the Company of any unauthorised use of your Account, password or email, or any other breach or potential breach of the Platform's security;

- (c) to not use the Platform for any purpose other than for the purpose of making arrangements to make available your services to the Customers, including by not using the Platform:
  - (i) in a manner that is illegal or fraudulent, sale of prohibited goods or facilitates illegal or fraudulent activity (including requesting or accepting a job or engaging in any discussions or action which includes illegal activities or purposes); and
  - (ii) in connection with any commercial or money making or other promotional or marketing endeavours except those that are endorsed herein, or as approved in writing by the Company;
- (d) not to act in any way that may harm the reputation of the Company or associated or interested parties or do anything at all contrary to the interests of the Company or the Platform;
- (e) not to make any automated use of the Platform and you must not copy, reproduce, translate, adapt, vary or modify the Platform without the express written consent of the Company;
- (f) that the Company may change any features of the Platform or Services offered through the Platform at any time without notice to you;
- (g) that information given to you through the Platform, by the Company or another User of the Platform, is general in nature and we take no responsibility for anything caused by any actions you take in reliance on that information; and
- (h) that the Company may cancel your account at any time if it considers, in its absolute discretion, that you are in breach or are likely to breach this clause 12.

## 13 POSTED MATERIALS

### 13.1 WARRANTIES

By providing or posting any information, materials or other content on the Platform (**Posted Material**), you represent and warrant that:

- (a) you are authorised to provide the Posted Material (including by being authorised to provide any services that you represent you provide);
- (b) the Posted Material is accurate and true at the time it is provided;
- (c) any Posted Material which is in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
- (d) the Posted Material is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;
- (e) the Posted Material is not “passing off” of any product or service and does not constitute unfair competition;
- (f) the Posted Material does not infringe any Intellectual Property Rights, including copyright, trademarks, business names, patents, confidential information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world;
- (g) the Posted Material does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the Platform or any network or system; and
- (h) the Posted Material does not breach or infringe any applicable laws.

### 13.2 LICENCE

- (a) You grant to the Company a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in any Posted Material in order for the Company to use, exploit or otherwise enjoy the benefit of such Posted Material.
- (b) If it is determined that you retain moral rights (including rights of attribution or integrity) in any Posted Material, you forever release the Company from any and all claims that you could assert against the Company by virtue of any such moral rights.

- (c) You indemnify the Company against all damages, losses, costs and expenses incurred by the Company arising out of any third party claim that your Posted Material infringes any third party's Intellectual Property Rights.

### 13.3 REMOVAL

- (a) The Company acts as a passive conduit for the online distribution of Posted Material and has no obligation to screen Posted Material in advance of it being posted. However, the Company may, in its absolute discretion, review and remove any Posted Material (including links to you, your profile or listings you have posted on the Platform) at any time without giving any explanation or justification for removing the Posted Material.
- (b) You agree that you are responsible for keeping and maintaining records of Posted Material.

## 14 REFUNDS, SERVICE INTERRUPTIONS AND CANCELLATIONS

To the maximum extent permitted by law, the Company will have no liability or obligation to you if:

- (a) a Customer cancels at any time after the payment for obtaining a service is made; or
- (b) for whatever reason, including technical faults, any Service Listing cannot be performed or completed,

and you will not be entitled to any compensation from the Company.

## 15 IDENTITY VERIFICATION

- (a) **(Verification)** We may offer or require the Cleaners to verify their details (including a valid identity proof, address proof, photograph, documents in support of right to work in the UK and such other documents as may be required from time to time) using our internal processes or an external identity verification service as applicable **(Verification Service)**.
- (b) **(Your personal information and privacy)** We will collect your personal information in accordance with our Privacy Policy as set out in clause 25. Where a Verification Service is used, you acknowledge and agree that:
  - (i) we may contact and share your personal information with a Verification Service to verify your details and you will be subject to the terms and conditions and privacy policy of such Verification Service;
  - (ii) you consent to us receiving, sharing and using this information to enable us to carry out the Verification Service.
- (c) **(Fees)** We may charge non-refundable fees for the Verification Service, as set out on the Platform.
- (d) **(Warranty and Indemnity)** You acknowledge and agree that:
  - (i) we are reliant on the information provided by the Verification Service to verify your identity and to the extent permitted by law, we disclaim all warranties that the Verification Service will be accurate or guarantee that the Verification Service will ensure you contract with a suitable User;
  - (ii) you should make your own inquiries as to other Users' identities before engaging in contracts with those Users; and
  - (iii) we do not endorse any User, Service Listing or Verification Service.

## 16 ONLINE PAYMENT PARTNER

- (a) We may use third-party online payment partner, currently Stripe **(Online Payment Partner)** to collect payments on the Platform, including for our Services.
- (b) The processing of payments by the Online Payment Partner will be, in addition to this agreement, subject to the terms, conditions and privacy policies of the Online Payment Partner. You can find these at <https://stripe.com/gb/legal/consumer> (for Stripe).
- (c) You agree to release the Company and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from any act or omission of the Online Payment Partner, including any issue with security or performance

of the Online Payment Partner's platform or any error or mistake in processing your payment.

- (d) We reserve the right to correct, or to instruct our Online Payment Partner to correct, any errors or mistakes in collecting your payment.

## 17 SERVICE LIMITATIONS

While we make every effort to ensure that the information on the Platform is as up-to-date and accurate as possible, you acknowledge and agree that from time to time, you may encounter the following issues:

- (a) the Platform may have errors or defects (or both, as the case may be);
- (b) the Platform may not be accessible at times;
- (c) messages sent through the Platform may not be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Platform may not be secure or confidential; and
- (e) any information provided through the Platform may not be accurate or true.

## 18 INTELLECTUAL PROPERTY

- (a) The Company retains ownership of all materials developed or provided (or both, as the case may be) in connection with the Services (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Service Content**) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Service Content for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Service Content without prior written consent from the Company or as permitted by law.
- (c) In this clause 18, "**Intellectual Property Rights**" means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in United Kingdom and throughout the world.

## 19 THIRD PARTY CONTENT

The Platform may contain text, images, data and other content provided by a third party and displayed on the Platform (**Third Party Content**). The Company accepts no responsibility for Third Party Content and makes no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of such Third Party Content.

## 20 THIRD PARTY TERMS SUPPLIERS

- (a) If we need to acquire goods or services supplied by a third party, you may be subject to the terms and conditions of that third party (**Third Party Terms**).
- (b) Provided that we have notified you of such Third Party Terms and provided you with a copy of those terms (for example, a link on our Platform or otherwise set out in these terms), you agree to any Third Party Terms applicable to any goods or services supplied by a third party that we use to provide you with the Platform or any services related to Platform and we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.
- (C) You have the right to reject any Third Party Terms. If you reject the Third Party Terms, we cannot provide you with the Services associated with the Platform and you can stop using the Platform.

## 21 DATA PROTECTION

### 21.1 DATA PROTECTION

- (a) Words and phrases in this section shall have the meaning given to them by applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the General Data Protection Regulation ((EU) 2016/679) to the extent applicable in the UK and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and which are applicable to a party (**Data Protection Legislation**) and the terms “controller”, “processor”, “process” and “personal data” shall have the meanings given to those terms in such Data Protection Legislation.
- (b) During and after use of the Platform and associated services, you agree that Company will be processing personal data for its own purposes and as such will be a controller under the Data Protection Legislation and this includes (but is not limited to) the following purposes:
  - (i) Company providing access to the Platform in accordance with this agreement;
  - (ii) Company sharing your personal data with the Customers for fulfilment of the Service Requests;
  - (iii) Company and/or our independent contractors and third party suppliers may use your contact details to send marketing materials or other publications;
  - (iv) Company may process personal data concerning its other customers and contacts in other ways for its own business purposes;
  - (v) Company may process and transfer personal data as necessary to effect a re-organisation of its business; and
  - (vi) Company may share personal data with other legal or professional advisers used by us to provide the you with professional services.
- (c) During and after use of the Platform and associated services, there may be limited occasions where Company may process on your behalf as a processor any personal data you have provided to Company. Company will advise you in writing where Company believes Company may act as a processor and any such processing shall be in accordance with applicable laws.
- (d) Before performing the processing, Company shall document within the instructions the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data and categories of data subjects and the other terms prescribed by the Data Protection Legislation. Company will ensure that all appropriate technical and organisational measures are taken to protect any personal data supplied by you to Company against unauthorised or unlawful processing, accidental loss, destruction or damage, including when Company subcontract any processing (for example, in the case of external storage of data).
- (e) Your instructions are taken to include the use by Company, where appropriate, of independent contractors and third party suppliers appointed by us for functions such as data and file storage, back-up, destruction, billing, debt collection, legal processing and the like, in accordance with the foregoing.
- (f) By accepting this agreement you give positive consent for Company to obtain, store and process information about you as described in the preceding paragraphs. You agree that where necessary you will have satisfied relevant statutory ground under the Data Protection Legislation in connection with the above-described categories of processing, before providing Company with personal data. It is also a term of this agreement that any personal data supplied by Company to you about employees/independent contractors of Company and/or any third parties may only be used for the express purposes for which that information is provided to you.
- (g) Each party shall comply with the terms of the Data Protection Legislation.



## 21.2 THIRD PARTY DATA

- (a) You warrant, in relation to the personal information and all other data you provide to Company in connection with this agreement (**Third Party Data**), that:
  - (i) you have all necessary rights in relation to Third Party Data;
  - (ii) you are not breaching any Law by providing Company with Third Party Data;
  - (iii) Company will not breach any Law by providing the Platform in relation to any Third Party Data;
  - (iv) there are no restrictions placed on the use of the Third Party Data (including by any Third Party Terms) and if there are any such restrictions, you have notified Company of this, and Company has agreed to provide the Platform in respect of that data (being under no obligation to do so); and
  - (v) Company will not breach any Third Party Terms by providing the Platform in relation to any Third Party Data.
- (b) You agree at all times to indemnify and hold harmless Company and its officers, employees and agents from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those parties, where such loss or liability was caused or contributed to a breach of a warranty in clause 21.2(a).

## 22 DISPUTES BETWEEN USERS

- (a) You should direct any complaint relating to another User (i.e., Cleaner or the Customer) to that User. Users must take all reasonable steps to resolve any dispute with another User with that User.
- (b) If any issue or problem relating to the Platform remains unresolved after directing a complaint to a relevant User, or if the complaint does not relate to another User, you must report it to the Company via [info@cleanersontap.co.uk](mailto:info@cleanersontap.co.uk). We will assess the complaint and attempt to quickly and satisfactorily resolve it.
- (c) Any costs you incur in relation to a complaint or dispute will be your responsibility.
- (d) The Company has the option to appoint an independent mediator or arbitrator if needed. The cost of any mediator or arbitrator must be shared equally between each of the parties to the dispute.
- (e) The Company reserves the right to hold funds in relation to a dispute until the dispute is resolved by the relevant parties or by a mediator or arbitrator.
- (f) If you have a dispute with the Company, you agree to notify us first and enter into discussion, mediation or arbitration with us for a minimum of a 120-day period before pursuing any other proceedings.
- (g) Notwithstanding any other provision of this clause 21, you or the Company may at any time cancel your Account or discontinue your use of the Platform.

## 23 DISCLAIMER

- (a) (**Introduction service**) The Company is a medium that facilitates the introduction of Cleaners and the Customers to enable Customers access and avail the services provided by the Cleaners. The Company simply collects a service fee in consideration for providing this introduction service and does not have any obligations or liabilities to, and is not a party to any contract between, Customers and the Cleaners in relation to provision of services or otherwise resulting from the introduction.
- (b) (**Limitation of Liability**) To the maximum extent permitted by applicable law, Company limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Platform, these terms or any services provided by the Company, is limited to the greater of:
  - (i) the total Fees paid to the Company by you in the 3 months preceding the first event giving rise to the relevant liability; and

- (ii) £100GBP.
- (c) All express or implied representations and warranties in relation to the Platform and the associated services performed by Company are, to the maximum extent permitted by applicable law, excluded.
- (d) **(Indemnity)** You indemnify Company and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives':
  - (i) breach of any of these terms;
  - (ii) use of the Platform; or
  - (iii) use of any services provided by Company.
- (e) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will Company be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Platform, these terms or any services provided by Company (except to the extent this liability cannot be excluded under law.
- (f) Nothing in these terms will exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.
- (g) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these terms, including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the Unfair Contract Terms Act 1977 in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause will be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions will remain in full force and effect.

## 24 CONFIDENTIALITY

You agree that:

- (a) no information owned by the Company, including system operations, documents, marketing strategies, staff information and client information, may be disclosed or made available to any third parties; and
- (b) all communications involving the details of other users on this Platform, including of the Cleaners and the Customers, are confidential, and must be kept as such by you and must not be distributed nor disclosed to any third party.

## 25 PRIVACY

You agree to be bound by the clauses outlined in the Company's Privacy Policy, which can be accessed here <https://cleanersontap.co.uk/privacy-policy>.

## 26 COLLECTION NOTICE

- (a) We collect personal information about you in order to enable you to access and use the Platform, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.
- (b) Our Privacy Policy contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.

## 27 TERMINATION

- (a) Either the Company or the User may terminate the User's account at any time (including any listings, memberships or Accounts) for any reason.
- (b) If a User wants to terminate their account (and/or any other membership they hold in connection with the Platform), they can do so by using the Platform's functionality where

available. Where such functionality is not available, the Company will effect such termination within a reasonable time after receiving written notice from the User.

- (c) In the event that a User's Account is terminated:
  - (i) the User's access to all posting tools on the Platform will be revoked;
  - (ii) the User will be unable to view the details of all other Users (including contact details, geographic details, any other personal details and service listings or requests); and
  - (iii) the User may be unable to view the details of the Cleaners (including contact details, geographic details and any other details), and all listings previously posted by the respective User will also be removed from the Platform.
- (d) Notwithstanding termination or expiry of your Account, this agreement, or any other membership you hold in connection with the Platform, the provisions of Part A and any other provision in this agreement which by its nature would reasonably be expected to be complied with after termination or expiry, will continue to apply.

## **28 TAX**

You are responsible for the collection and remission of all taxes associated with the services you provide or receive or any transactions through your use of the Platform, and the Company will not be held accountable in relation to any transactions between Customers and the Cleaners where tax related misconduct has occurred.

## **29 RECORD / AUDIT**

To the extent permitted by law, the Company reserves the right to keep all records of any and all transactions and communications made through this Platform between you and other Users (including conversations, user posts, service requests, comments, feedback, cookies, and I.P. address information) for administration purposes and also holds the right to produce these records in the event of any legal dispute involving the Company.

## **30 NOTICES**

- (a) A notice or other communication to a party under this agreement must be:
  - (i) in writing and in English; and
  - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
  - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
  - (ii) when replied to by the other party,whichever is earlier.

## **31 GENERAL**

### **31.1 GOVERNING LAW AND JURISDICTION**

This agreement is governed by the law applying in England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

31.2 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

31.3 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

31.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

31.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

31.6 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

31.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

31.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.