TERMS AND CONDITIONS OF BUSINESS

Definitions: In these Terms and Conditions of Business, "The Company "means The Home Service Ltd; "The Client" means the person requesting the Company to supply house-sitting services; the "Guardian" means any employee of the Company chosen to carry out a house-sitting assignment for the Client.

GENERAL

. The commissioning of the Company by the Client to carry out house-sitting assignments, whether verbally or in writing, constitutes acceptance of these Terms and Conditions of Business. These Terms and Conditions can only be altered by a written agreement signed by a Director of the Company.

. These Terms and Conditions apply to the first and all subsequent bookings.

. The Company may amend the Scale of Charges from time to time without prior notice being given.

. The Company is registered under the Data Protection Act (Reg. No. K356 5803) and thus undertakes to treat all data about Clients, prospective Clients, Guardians and prospective Guardians as strictly confidential, unless all parties agree otherwise.

CONTRACT

. The Company agrees to supply residential caretaking services in accordance with a brief provided by the Client, including the care of pets and other animals owned by the Client and the maintenance of house, greenhouse and garden plants and lawns, all within reasonable limits.

. The Company will continue to provide these services throughout the life of the contract even though the original Guardian may fall ill or be unable to continue on assignment for whatever reason.

. The Client agrees to settle the Company's invoice for such services two weeks before the start of the assignment unless the assignment was booked at short notice; in such cases, settlement is required before the assignment begins.

. Invoices unpaid at the start of the assignment will attract interest at a rate of 6% over NatWest base rate from that day until they are settled in full.

. On lengthy assignments, invoicing of both fees and expenses can be set up on a monthly basis and payment would then be due two weeks before the month to which it relates.

. If payment is not received in accordance with these Terms of Business, the Company will not be obliged to honour any previously agreed arrangements.

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. The Client is responsible for ensuring that neither the house and its environs, nor the work expected of the Guardian(s) present any avoidable or unusual risks as recognised by the Health and Safety Executive.

. The Guardian is paid on the basis of a 2-hour daily work schedule; should actual work requirements exceed this, the Company may levy additional charges in line with the National Minimum Wage and administrative costs, plus VAT.

. The Company also reserves the right to terminate this agreement without any liability, where an incomplete or misleading briefing by the Client, unintentional or otherwise, has misrepresented the nature of the assignment and/or created unforeseen additional work for the Guardian, or work for which the Guardian is not suited.

RULES OF EMPLOYMENT

. Guardians may not work for a client except through the Company until two years after the completion of their first assignment with that client. Infringement of this Condition will jeopardise the Guardian's future as an employee of the Company.

. All Guardians are employees of the Company and all instructions to them must come from, or with the approval of, Company management personnel.

INSURANCE

. Though every reasonable measure is taken to ensure the integrity, probity, suitability and competence of the Guardians, the Company, to ensure Client's peace of mind, covers it employees, whilst on assignment, with Public Liability, Employer's Liability and Professional Indemnity insurance.

. No exclusion clause applies either: (a) To the terms implied by the Supply of Goods and Services Act 1982 if the client is dealing as a consumer or (b) other than is reasonable and permitted by the Unfair Contract Terms Act 1977.

. The liability of the Company for loss or damage to property caused by the negligence, breach of statutory duty or breach of any express or implied term of this contract by the Company or its employees, servants or agents shall be limited to £1,000,000.

. Where Guardians are required to drive a client's car, responsibility for the provision of appropriate insurance cover rests with the Client.

. It is the Client's responsibility to adequately insure the property and its contents and any pets and livestock with an insurance company of good repute and that said insurance will continue for the duration of this agreement.

NOTES RELATING TO SCALES OF CHARGES

1. Guardians' remuneration is based on a regime of work lasting 2 hours per day. Where additional work or non-standard skills and experience are required (for example care of horses, farm animals, aviaries, large gardens, greenhouses, indoor plant collections, etc) Charges will be made in accordance with the Minimum Wage Act, according to the amount of work and the levels of skill required. A rough guide will be given by telephone but this may have to be revised after the pre-assignment visit by the guardian.
2. Instead of leaving supplies of food for the Guardian – an impractical option – a Daily Subsistence Allowance is levied and is subject to VAT.
3. Guardians prefer to spend the majority of their leisure time in or around your property in order to provide a proper level of security plus (where necessary) companionship for the pets. However, the National Minimum wage Act prevents us from making their presence mandatory. Instead, they guarantee to organise their two-hour work schedule to ensure that the house is not left unattended for any period longer than three hours during daylight or 30 minutes at night time. This does not include time out for walking dogs.
4. Christmas Eve, New Years Eve and Easter Sunday count as Public Holidays.
5. The once-only Registration Fee is non-refundable and covers all administrative set-up costs.
6. No refunds can be given for a client's early return.
7. A guardian often likes to have the companionship of their partner/spouse during an assignment. This involves the Client in no additional expense. The companion/spouse will have been through the Company's vetting programme and is fully covered by the company's insurance.
8. Special terms apply to assignments outside the UK Mainland.
9. For assignments lasting more than 4 weeks, discounted rates may sometimes be negotiated. Interested parties should telephone one of the Directors at Head Office for further information.

The Home Service Ltd is Registered in England No:3407401
Registered Office: 19 Peacocks Pyghtle, Orford, Suffolk IP12 2HX