

Comprehensive Summary of Lyons Home Maid Services Terms and Conditions

This summary synthesizes the detailed Terms and Conditions governing the contract, service provision, liabilities, and operational policies of Lyons Cleaning Services (Scarborough) Ltd, trading as Lyons Home Maid Services. It covers definitions, contract formation, service scope, pricing, client obligations, liabilities, data protection, cancellations, and complaints management, grounded strictly in the original transcript.

1. Contract Formation and General Framework

Lyons Home Maid Services operates under a structured and legally binding Terms and Conditions agreement with clients, encompassing residential cleaning, commercial cleaning, and companion services.

Parties involved: The Company (Lyons Cleaning Services), the Client (individual, corporate, or third party acting on behalf), and assigned personnel (Cleaners or Companions).

Contract acceptance: Booking or use of services by any electronic or verbal means is immediate acceptance of these legally binding Terms.

Cooling-off period: Clients booking remotely have a 14-day cancellation window unless services have commenced, in which case a 30-day written notice applies.

Early termination: Clients terminating during the fixed term or cooling-off period remain liable for full payment unless hospitalised or granted waiver by the Company Director.

Rolling contracts: Post initial fixed term; agreements convert to month-to-month rolling contracts subject to unilateral operational amendments by the Company.

Variations to terms: Only valid if approved in writing by a statutory Director.

2. Service Delivery Preconditions and Scope

Lyons Home Maid Services enforces strict initial assessments and scope of limitations to ensure feasibility and safety.

Initial assessment: Mandatory comprehensive evaluation of premises or client requirements before service start, detailing scope and feasibility.

Service parameters:

Residential services cover standard rooms and functional areas.

Commercial services cover offices, sanitary areas, and canteens.

Companion services are strictly non-clinical, focusing on social support, errands, and recreational assistance.

Companion service exclusions: No regulated personal care such as bathing, medication, manual handling, or lifting is provided.

Right of refusal: The Company may decline or discontinue service if unable to fulfil client needs safely or adequately.

Chemical use: Use of industrial-strength bleach and chemicals is authorized unless client explicitly prohibits in writing; client indemnifies Company against chemical damage claims.

Client allergy disclosures: Must be reported in writing during initial assessment, triggering environmental mitigations like ventilation.

3. Operational Standards and Client Obligations

The Company maintains strict operational and conduct standards while delineating client responsibilities.

Staff standards: Cleaners and Companions are formally vetted, trained, and required to act professionally, respectfully, and transparently.

Privacy: Client confidentiality is protected under data protection laws; no medical records are stored.

Client duties:

Provide full access and operational details.

Disclose safety or allergy information in a timely manner.

Supply any non-company equipment safely with instructions.

Ensure electrical outlets comply with safety standards.

Equipment liability: Use of client-supplied machines or products transfers liability for breakdowns or damage to the client.

4. Pricing, Notice, and Payment Terms

Pricing and payment have defined minimums, notice periods, and late payment penalties.

Aspect	Details
Minimum visit	1.5 hours minimum per cleaning or companion session.
Pricing	Custom quotations or standard hourly rates apply; subject to annual review or exceptional changes.
Price adjustment notice	At least 30 days' prior written notice before rate changes. Client may cancel with 30 days' notice.
Late cancellations	Visits cancelled with under 24 hours' notice charged at 100% of planned service price.
Payment due	Immediately upon service completion or by 7 days from invoice unless otherwise agreed.
Payment methods	Bank transfers (BACS), electronic contactless, or cash to Director only (cheques rejected).
Late payment penalties	£50 flat administrative fee per overdue invoice beyond 7 days, waived only with prior arrangement or verified medical incapacitation.
Debt recovery	Client liable for all third-party collection or legal costs incurred by the Company.

5. Cancellation, Suspension, and Termination Policies

Clear protocols protect both parties' interests.

Cancellation notice: At least 48 hours required for schedule changes; less notice results in full fees.

Access failures: Denied or obstructed entry considered cancellation, with charges applied.

Bank holidays: Services not provided on statutory bank holidays; fees remain payable; rescheduling to next operational slot occurs automatically.

Service suspension: Company may immediately suspend services for unpaid invoices.

Termination rights:

Client can terminate with 30 days' notice after written breach notification if unresolved.

Company may terminate immediately for cause—e.g., abusive behavior, non-payment, unsafe conditions, or breach of scope.

Post-termination fees: Client liable for full payment for up to 7 calendar days' scheduled services following breach-related terminations.

6. Liability, Insurance, and Damage Claims

Risk management and financial liabilities are tightly controlled.

Property damage:

Accidental damage subject to repair or depreciated cash value credit up to £200 per item.

Client responsible for securing irreplaceable, sentimental, or valuable items away from service areas.

Company excludes liability for pre-existing wear, faulty installations, or specialty surface damage.

Keys: Lost keys replaced by Company up to £25 liability; full locksmith or hardware replacement is Client's responsibility.

Chemical damage: Company excludes all liability for damage linked to bleach and strong chemicals; clients fully indemnify the Company.

Insurance: Full Public Liability and Employer's Liability Insurance maintained and verifiable on request.

7. Complaints, Quality Control, and Guarantees

The Company maintains structured customer service protocols for feedback and redress.

Complaint timeframe: All issues must be reported in writing with photographic evidence within 24 hours post-service.

On-site corrections: Clients dissatisfied during service must notify staff or office immediately for same-day resolution.

Inspection waiver: Client must inspect and approve service before staff departure; refusal to inspect waives future claims.

Reclean guarantee: Free reclean offered if service deficiencies are valid and property condition unchanged since service.

Exclusions: Waste removal not included unless prearranged; carpet/upholstery cleans have no stain removal guarantees.

8. Data Protection and Privacy

Firm guarantees uphold client privacy in compliance with UK law.

Compliance: Data processing aligns with UK GDPR and Data Protection Act 2018.

Data requirements: Full and accurate data must be supplied or service risk suspension/termination.

No data commercialization: Personal details never shared with marketing or commercial third parties.

Emergency sharing: Medical or wellbeing data disclosed only to emergency services if critical.

Financial security: Staff prohibited from recording or holding client banking or card details.

9. Additional Operational and Legal Provisions

Non-solicitation: Clients may not hire Company personnel directly; breach triggers £2,000 referral fee per individual plus legal costs.

Scope and workload changes: Company may adjust billing rates for deviations exceeding 10% from initial assessments.

Term modifications: Company reserves the right to update Terms and Conditions unilaterally; published online with paper copies available on request.

Charity contributions: 10% of verified net profits donated to partner charities; no solicitation on-site.

Photography: Company may photograph cleaned areas for marketing with client permission; in case of payment default, photographs may be used unilaterally.

Section	Key Provisions
1–2	Contract formation, acceptance, termination, cooling-off, early termination liabilities
3	Initial assessment, scope limitations, chemical use policies, exclusions on regulated care
4	Staff conduct standards, client obligations, operational boundaries
5	Pricing structures, minimum sessions, cancellations, payment terms, late fees
6	Equipment policies, client-supplied equipment liabilities, operational instructions
7	Payment timelines, arrears penalties, third-party collections
8	Refund claims, no reimbursement after service unless non-attendance or cancellation pre-notice
9	Cancellation notices, access, service suspension, immediate termination criteria
10	Non-solicitation, employment referral fees, legal cost indemnity
11	Property damage risk, replacement caps, liability exclusions
12	Complaint procedures, inspection waivers, service guarantees
13	Delay exclusions, resource omissions, safety warnings, insurance coverage
14	Data protection, confidentiality, emergency sharing, financial detail safeguarding
15	Service pauses, hospital retainers, reactivation protocols
16	Charity donations, solicitation ban, staff ID compliance

17	Key transit fees, scope-based rate adjustments, quotation disclaimers
18	Client referral credits, governing law (England and Wales), Consumer Rights Act alignment
19	Re-clean guarantees, marketing and operational photography rights

Key Conclusions:
Comprehensive contract terms govern all service aspects, protecting both the Company and Client through clear acceptance criteria, detailed operational limits, and robust liability and payment mechanisms.
Strong emphasis on upfront assessments and client disclosures to ensure appropriate service fits and chemical sensitivities.
Strict non-clinical scope for companion services, with immediate termination rights for breach.
Client responsibilities include timely communication, access provision, and liability for damages or unpaid fees.
The Company retains broad rights to amend terms and operational practices, with transparent notification policies and legal compliance.
This thorough Terms and Conditions framework reflects **a highly professional, legally robust service model with balanced protections and clear mutual obligations.**

