

# Terms Of Service

Last updated: 04/04/2024

Please read these Terms of Use (“Terms”, “Terms of Use”) carefully before using the website <https://homeharmonycleaning.com> (the “Service”) operated by Home Harmony Cleaning. (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

## Accounts

When you create an account with us, you must provide us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

## **Required Card on File**

All of our billing is handled electronically via trusted 3rd-party provider [Stripe](#), where you can pay by credit or debit card. It is not possible for us to see any payment method details, so rest assured that your information is safe. We will save your payment method on file and charge you automatically after each clean. Receipts will be emailed to your email on file. We require all clients to have a working payment method on file, otherwise, we reserve the right to cancel service.

## **Card Hold**

24 hours ahead of your booking time, we will put a hold on your card equivalent to the amount of the booking to ensure funds are available. If the hold fails, we reserve the right to cancel the service if we deem it necessary. You will be notified via text/call/email.

## **Cancellation Fee (\$50)**

If the client cancels an appointment with less than 24 hours notice, we reserve the right to charge a \$50 cancellation fee via the card on file. Any deposits and/or credit card holds will be refunded or released. The cancellation fee is also applicable in other circumstances, as detailed elsewhere in this Terms of Service.

## **Cleaner Reassignment Policy**

We reserve the right, at our sole discretion, to reassign cleaners to appointments as necessary. This reassignment may apply but is not limited to recurring service appointments and one-time appointments. We will make reasonable efforts to provide prior notification of any such changes whenever possible if we deem them necessary.

## **Complaints**

Please direct any service-related complaints to [support@homeharmonycleaning.com](mailto:support@homeharmonycleaning.com) within 24 hours of service completion to qualify for potential resolution.

## **Right to Terminate Service**

Home Harmony Cleaning reserves the right to terminate service for any client at any time for any reason. Written notice will be provided via text message and/or email.

## **Right to Refuse Service**

Home Harmony Cleaning reserves to deny &/or terminate service because of safety concerns, inappropriate or uncomfortable situations, weapons on-premises, severe clutter & disconnected utilities, or anything that we deem “unreasonable.” For our own health, safety, and liability concerns, we do not clean/perform the following: blinds that are prone to breaking, hoarder homes, biohazards (feces, urine, vomit, blood, drug paraphernalia, etc), infestations (bugs, pests, etc), climb/use second story ladders, etc. Our cleaners have the choice to leave if the home is in an extremely unsanitary condition or if they feel unsafe/threatened. If you book a cleaning that is unreasonable, the cleaners may refuse service on the spot & you will be charged a cancellation fee.

## **Cleaning Day Preparation**

Your price for cleaning is based on the cleaners focusing all of their time on cleaning, so we ask that you take a few minutes to tidy up to allow the cleaners easy access to the areas/surfaces to be cleaned: floors, countertops, tabletops, etc.

## **Use of Homeowner's Vacuum**

If you request to use your vacuum, we will not assume or accept any liability for damage to the unit. Since we are not responsible for the maintenance of the vacuum, we will not be responsible for any repairs to it. This is important because if the vacuum is not in working order when we arrive to clean your home, we will not be able to perform any vacuuming of carpet & hard floor surfaces.

## **Unreachable Areas and Heavy Items**

We love our crew and want to watch out for their safety, so they do not use tall ladders (no more than 3-step ladders) or move any heavy furniture. These types of activities put them in danger of back injury or could even damage something in your home such as scratches on your floors. If you would like us to clean behind appliances (such as behind or under refrigerators, ovens, sofas, or other furniture), please move them prior to the cleaning visit to allow access to the area.

## **Non-Solicitation Agreement**

The client hereby agrees not to directly solicit for employment, contract, or engage any employee, contractor, or representative of our company during the term of service and for a period of two (2) years following the termination of services. This includes but is not limited to cleaners, administrative staff, management, or any other individuals associated with our company.

In the event that a client breaches this agreement, the client agrees to pay a monetary penalty of \$3,000 USD. This fee is a genuine pre-estimate of the damages that our company would suffer in the event of such breach.

We reserve the right to terminate our services immediately upon the discovery of any such solicitation without any obligation for a refund or any other liabilities. This clause does not prevent our company from pursuing any other remedies available under the law for any breach of this agreement.

## **Changes to Requested Services**

Any changes to the Service to be provided must be agreed upon by Home Harmony Cleaning prior to the Service time. If the Customer requires any additional services or variations at the time the Service is being performed, the Customer must first contact Home Harmony Cleaning by telephone, who may agree to provide the additional services at its absolute discretion. The Cleaner is not authorized to agree to any changes to the Service being provided. The Customer must not request such changes directly from the Cleaner. All communication has to go through our office. We ask that any changes be made before 5 pm the day before your scheduled cleaning if possible.

## **100% Satisfaction Guarantee**

Our services are 100% Guaranteed. If we don't clean something to your satisfaction, contact us within 24 hours and we will return to make it right. Home Harmony Cleaning has a 24-HOUR WARRANTY PERIOD from the day of completion of the cleaning. If you are home and notice that the cleaner overlooked something please don't keep it to yourself! Feel free to ask them to re-clean the area or call our office before the cleaner leaves your home. Complaints filed more than 24 hours after the completion of cleaning fall outside the warranty period, and unfortunately may not be covered. Home Harmony Cleaning will not be held responsible for the repair or replacement of items broken or damaged due to pre-existing wear and tear, incorrect installation, assembly, or usage.

## **Hourly Clients**

Hourly clients should note that cleaners will endeavor to complete all cleaning services within the time that you allot. In some cases, services may not be completed in the timeframe that you have allotted.

Please note that time estimates provided by Home Harmony Cleaning are guidelines and may vary greatly depending on, but not limited to: the actual size of the home, the condition of the home, the number of people and pets that have lived in the home, whether you have electricity and water available, whether you are still in the process of moving, and whether the home is still furnished or is completely empty.

Hourly House Cleaning service does not qualify for “guarantee” or Satisfaction Guarantee”. Hourly service is based solely on time purchased and does not guarantee the number of items/areas or quality of cleaning based on the amount of time you selected. If time was not sufficient to finish the job, you are able to extend the time to meet your satisfaction standards.

## **Flat Rate Pricing**

Our flat rate prices are based on certain assumptions on levels of cleanliness and the amount of effort required to clean your home based on the number of bedrooms, bathrooms, and square footage. We also make the assumption that the home is currently in reasonable condition. We reserve the right to change the price of the cleaning if upon arrival it is clear that we are unable to complete the work in the allotted time we have estimated for your cleaning. You will be given the option to pay for extra time or provide us with priorities that you would like us to complete in the time we have available.

## **Approval for Additional Time**

We will call/text the phone number(s) on file to advise you if we believe your home will take longer to complete. If we are unable to reach you via phone, we will update you via the email(s) on file. If we do not hear back from you, before your allotted time expires, the cleaner will stop work and move on to their next assignment. You may call us to schedule additional service as needed for another time or another day. Please note that we will not guarantee our cleaning

service if you do not provide approval for the necessary amount of time that is needed to clean your home.

## **Appointment Arrival Windows**

If you wish to be present during the cleaning visit, please be advised that we provide arrival windows of about 2 hours, such as between 8 am – 10 am, 10 am - 12 pm, 12 pm – 2 pm, or 2 pm – 4 pm. Many things can affect our schedules, such as cancellations, weather, lockouts, etc. If we happen to be running late to your appointment you will be contacted as soon as possible and provided with a new expected time of arrival.

## **Holidays**

Home Harmony Cleaning does not do holiday visits.

If your scheduled day falls on a holiday, we will contact you to reschedule, the following holidays will be observed:

- Independence Day
- Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year

## **Services**

We do not offer wet wiping of light bulbs, resurfacing/waxing/refinishing of floors, upholstery cleaning, removal of any biohazards (e.g., insects, human or animal waste, black mold), large furniture moving, or large-scale trash disposal.

An appointment may take longer than expected depending on the specific size and condition of the rooms in the house, in which case we will need to charge you accordingly. If this happens, we will contact you to inform you of any extra charges. We will never increase your booking rate before your approval.

We reserve the right to refuse service if a house requires cleaning beyond our scope of work or if the cleaner feels unsafe for any reason. We will assess the home upon arrival and contact you as soon as possible if there are any issues.

We also reserve the right to skip any areas that cannot be properly cleaned due to extreme clutter or biohazards.

We recommend safely storing any items of high monetary or sentimental value before our arrival to avoid damage.

All surfaces, such as wood and marble, are assumed to be properly sealed at the time of cleaning and not easily damaged by common cleaning products. If you have a specific product request, please let us know ahead of time, and we will try to accommodate. However, it is possible that you may be asked to provide the requested product.

Because we reserve a time, especially for you, any rescheduling or cancellation requests must be submitted 24 hours before the service start time; otherwise, we will charge you a \$50 late cancellation fee.

24 hours PRIOR to your scheduled cleaning service, a hold will be placed on your card (for authorization) in the amount of your total balance. If your service is canceled or moved for any reason, this hold will drop off within two (2) to five (5) days. This hold is not a charge.

We will check in with you by text after your appointment to make sure you are happy with the results. If you are a recurring customer of ours, the check-in text will only be sent after your first three (3) appointments. However, you are always welcome to call, text, or email us to let us know of any issues that may arise after that point.

In case you are not happy with your service, we will offer you a re-clean of the missed areas within a five (5)-day window from your date of service. For minor issues, we will offer you a discount proportionate to the areas missed.

We must be informed of any changes to phone numbers or email addresses so we can easily contact you regarding your service. Additionally, we will always use the credit card number on file for holds and charges unless we are notified of desired changes at least 24 hours before your scheduled appointment.

We reserve the right to deny services to anyone seeking to use our cleaners outside of our service. This is a breach of our terms and conditions. This includes all future services and re-cleans.

It is your responsibility to pay for any services provided by or fees owed to Home Harmony Cleaning, and failure to do so may result in legal action.

## **Intellectual Property**

The Service and its original content, features, and functionality are and will remain the exclusive property of Home Harmony Cleaning and its licensors.

Our Service may contain links to third-party websites or services that are not owned or controlled by Home Harmony Cleaning

Home Harmony Cleaning has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that Home Harmony Cleaning shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

## **Termination**

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

## **Governing Law**

These Terms shall be governed and construed in accordance with the laws of the United States without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have between us regarding the Service.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

## **Contact Us**

If you have any questions about these Terms, please contact us at [support@homeharmonycleaning.com](mailto:support@homeharmonycleaning.com)