

Terms and Conditions

1. General

- 1.1. These conditions shall form part of all contracts for the supply of any services (the "Services") by PRS Household Services Limited ("PRS") to any customer ("the Customer") and shall prevail over any condition or stipulation to the contrary unless expressly accepted in writing by a director of PRS.
- 1.2. An order placed by the Customer is deemed to be upon the terms and conditions herein contained.
- 1.3. If at any time any one or more of the provisions hereof or any part thereof is or becomes invalid, illegal or unenforceable in any respect under any law the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired thereby.

2. Payment

- 2.1. The time of payment of all sums due by the Customer to PRS under this or any future contract shall be of the essence.
- 2.2. Payment is requested in advance by credit card prior to the provision of the Services. You must maintain a valid debit/credit card registered on our website and you must ensure that all contact and payment information is correct and accurate.

3. Price

- 3.1. The price of the services will be the price set out on our website and in force at the date of your order unless we have agreed another price in writing (the "Price List"), current at the date of acceptance of the order.
- 3.2. All prices quoted or listed in the Price List are inclusive of VAT, and subject to availability and market demand.
- 3.3. PRS reserve the right to change the pricing if it is seen that the circumstances of the Customer are not typical, or if the incorrect booking options for the Services have been selected.
- 3.4. All amounts due under the contract shall be paid in full without any set-off, counterclaim, deduction or withholding.

4. Hot Water and Electricity

- 4.1. PRS request that hot water be made available by the Customer in order in some cases to provide the Services in an efficient manner. If no hot water can be made available then the Services may take longer and thus cost more. Without hot water PRS may also be unable to provide the Services to typical high standards. PRS will not be held responsible for areas that were not cleaned properly if hot water was not made available.
- 4.2. PRS cannot in the case of cleaning Services, work without electricity. If on arrival no electricity has been available - PRS will consider the Services cancelled and you will be charged for the Services requested.

5. Your obligations

- 5.1. You agree to treat PRS staff or contractors courteously and lawfully. You agree to provide a safe and appropriate working environment for such personnel in compliance with all laws and regulations.

6. Inspection and Claims

- 6.1. The Customer shall inspect the Services immediately following the completion of the Services by PRS and shall within 24 hours of such inspection notify PRS in writing of any reason whereby it is alleged that the Services are not in accordance with the specifications or standards expected.
- 6.2. Failure to do so will entitle the Customer to no refunds or recovery Services.
- 6.3. No claims can be entertained in the case of loss or damage unless PRS is advised within 24 hours of the inspection by the Customer.
- 6.4. PRS will not accept a complaint filed more than 24 hours after the provision of the Services.
- 6.5. PRS may take up to 7 working days to respond to a complaint.
- 6.6. The Customer's entire remedy for dissatisfaction with the Services provided is for PRS to re-engage on the Services and deliver it again at its option.

7. Exclusion of Liability

- 7.1. PRS's entire liability of any kind (including our own negligence) is limited to €1,000 or the total amount or fees payable by a Customer in the 12 months prior to the event that the Customer complains about, whichever is the higher.
- 7.2. PRS has obtained employers and third party insurance cover in respect of its own legal liability for individual claims. The limits and exclusions in this clause reflect the insurance cover PRS has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss or losses not covered by insurance. The insurance cover if it is applicable shall represent the entirety of PRS's liability to the Customer subject to clause 6.6 above.
- 7.3. PRS shall have no liability in respect of any loss of profit, loss of goodwill or reputation, or any consequential, special, or indirect loss or damage to the Customer or damage to or loss of data howsoever caused.
- 7.4. PRS makes and gives no warranty and it shall not be a condition of this contract that the Services are supplied with due skill or diligence.
- 7.5. The Customer agrees that prior to agreeing to purchasing the Services hereunder he or she has satisfied himself to the use he requires the Services and has not relied upon the skill, judgement or representation by PRS, if any, before so satisfying himself.
- 7.6. PRS assumes no liability for damage or loss of items that were not properly secured or were damaged prior to cleaning services being provided.

- 7.7. The restrictions on liability in this clause 7 and 6.6 apply to every liability arising under or in connection with the contract including liability in contract and tort, including damage to property resulting from negligence, misrepresentation, restitution or otherwise.
- 7.8. All fragile and highly breakable items must be secured or removed. Items excluded from liability are: cash, jewellery, items of sentimental value, art, antiques, mobile phones and other personal electronic devices.
- 7.9. All guaranties, warranties, conditions and implied terms including any conditions or warranties as to quality, nature, properties or fitness for any particular purpose or for use under any special conditions which may have been made, given or implied by PRS or its representative or in any brochure, catalogue or literature of PRS or implied by statute, common law or otherwise are hereby excluded notwithstanding that the purpose for which the Services are required are or has been made known to PRS and in the case of exclusion of all guaranties, warranties, conditions and terms implied by statute or common law, the Customer and PRS acknowledges and confirms that such exclusion is fair and reasonable.
- 7.10. Nothing in the contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; and breach of the terms implied by section 4 of the Sale of Goods and Supply of Services Act 1980 (Supply of Services).

8. Force Majeure

- 8.1. Force majeure event ("Force Majeure") means any circumstance not within a party's reasonable control including, without limitation:
 - 8.2. acts of God, flood, drought, earthquake or other natural disaster;
 - 8.3. epidemic or pandemic including Covid 19 or similar;
 - 8.4. nuclear, chemical or biological contamination;
 - 8.5. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
 - 8.6. collapse of buildings, fire, explosion or accident; and
 - 8.7. any labour or trade dispute, strikes, industrial action or lockouts.
- 8.8. Upon the occurrence of any cause of whatsoever nature beyond the control of PRS or Force Majeure, PRS shall not be liable for any delay in delivery of all or any part in default of the performance of the Services arising there from and/or PRS may cancel either wholly or partially the carrying out of the Services or if the making or transfer of any payment by the Customer to PRS is impossible or is likely to become impossible or is delayed or is likely to be delayed by more than 5 days PRS shall have the option to cancel carrying out the Services wholly or partially or to extend the time for carrying out the Services during such as said circumstances or any of them shall continue. The Customer shall have no claim against PRS in the event of any such cancellation or postponement.

9. Confidentiality

- 9.1. PRS may disclose the Customers confidential information or data to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of PRS carrying out its obligations under the Contract. The Customer consents to this disclosure for the purposes of PRS being able to supply the Services. PRS shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the Customers confidential information comply with this clause 9; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.2. PRS shall not use the Customers confidential information or data for any purpose other than to perform its obligations under the contract.

10. Cancellation/Rescheduling

- 10.1. In the event of a cancellation or reschedule by the Customer made less than 12 hours prior to the original scheduled appointment for the Services, PRS reserves the right to apply a cancellation fee of up to 50% to compensate for loss of earnings resulting from the inability to schedule other appointments at such short notice.

11. Termination

- 11.1. PRS may terminate the provision of any Services at any time by giving to the Customer 12 hours of such termination and PRS shall not be liable to make any payment of foot of such termination other than refunding the payment made by the Customer.
- 11.2. Without affecting any other right or remedy available to it, PRS may terminate the contract with immediate effect by giving written notice to the Customer and claim full payment where:
 - (a) the Customer commits a material breach of any term of the contract and/or
 - (b) the Customer fails to pay any amount due under the contract on the due date for payment.

12. Governing Law

- 12.1. These terms and conditions are governed by the laws of Ireland and any dispute shall be decided only by the Courts of Ireland.