

# TERMS AND CONDITIONS FOR PERFORMANCE OF CLEANING SERVICES

Revision 2.3 (Jan 2022)

## 1 GENERAL PROVISIONS

Vaskehjelp™ is a digital marketplace for buying and selling cleaning services, where you can solicit offers from registered cleaners and enter into an agreement for the completion of cleaning services. Placing orders for services, payment and communication between the customer and the cleaner is made via the web or mobile application ("App"). These Terms and Conditions apply to all use of Vaskehjelp™ and governs the rights and obligations that apply to the use of our services.

These Terms and Conditions apply to all individuals that are registered as a provider of cleaning services at Vaskehjelp™. Further information can be obtained at [vaskehjelp.no](http://vaskehjelp.no).

Cleaners who offer their cleaning services at Vaskehjelp™ are self-employed and are not employed in or by Vaskehjelp AS. All agreements regarding the procurement and performance of cleaning appointments are therefore entered into directly between the customer and the provider of the cleaning services, and Vaskehjelp AS has no legal responsibility for the performance of the services beyond what is expressly stated in these Terms and Conditions.

## 2 REGISTRATION OF BUSINESS - PARTICIPATION IN INTERNAL PARTNERSHIP

2.1 By registering an account as a cleaner on Vaskehjelp™, you will have to complete certain formal processes related to the establishment of an organization number, registration of HSE cards, and entering as a participant in an internal partnership where all our cleaners are organized. All relationships relating to the participant relationship in the internal partnership is governed in a separate participant agreement ("Partnership Agreement"). The Partnership Agreement supersedes these Terms and Conditions in case of a contradiction.

2.2 All registered cleaners are responsible for fulfilling all requirements associated with the role as a cleaner and are obliged to provide us with information if there are changes that may affect the formal requirements as described in section 2.1.

2.3 We will, in connection with registration of the user account or later, carry out identity checks on our cleaners and require the necessary documentation testifying that our cleaners have legal access to undertake paid appointments in Norway.

## 3 MORE ABOUT THE SERVICE - ORDER OF CLEANING APPOINTMENTS

3.1 All cleaning appointments are ordered through the App, where the customer will have the opportunity to choose the time and place of the appointment and choose between the cleaners that are available for the execution of the appointment based on their registered accounts. The cleaning services can be ordered as an individual appointment or as a recurring appointment for a defined period.

Binding agreement on completion of the appointment is deemed to have been established after confirmation of the appointment by the customer through the App.

3.2 The customer will be asked to provide a time frame for the appointment in connection with his/her order. If you see that the estimate time will not give you sufficient time to complete the appointment in a satisfactory manner, you must report this back to the customer and request an extension of the time estimate. If the customer does not accept such an extension, you will have to perform the appointment within the originally estimated time, even if this means that you will not be able to finish the appointment. You cannot assume that you will get additional payment from the

customer if you spend more time than the originally estimated time unless the customer has confirmed this through the App.

3.3 All agreements on performing cleaning appointments, including any additional appointments, must be made through the App. It is not permitted to enter into direct agreements with the customer regarding the performance of the cleaning services outside the App. Furthermore, it is not permitted to use the App for marketing products / services or purposes other than ordering and administration of the cleaning appointments.

3.4 The customer may at any time until the appointment has commenced choose to cancel the appointment, see also section 6 below. For late cancellations, a cancellation charge might apply as further specified in the App.

3.5 Violation of these policies may cause your account to be suspended or deleted from Vaskehjelp™. This may also mean that you can be excluded from the internal partnership, see section 2.1 above, based on the terms of the Partnership Agreement.

## **4 REMUNERATION - PAYMENT ROUTINES**

4.1 The fee for completion of the appointment is agreed with the customer directly in the App. Any subsequent changes in the nature / extent or timing of the implementation of the appointment can result in an amendment of the fee in accordance with what is stated in these Terms and Conditions.

4.2 Vaskehjelp™ will pay the agreed fee for completed appointments to you twice a month, on the 1st and on the 15th day of each month. Appointments performed from the 11th to the 25th day of each month will be settled and paid on the 1st day of each month and the appointments made from the 25th to the 10th of each month will be paid on the 15th day of each month. Calculation of remuneration for individual appointments is shown in the App. Please note that the fee structure could be subject to change for future appointments, for example through adjustments of our service charges and fees.

4.4 In the event of disagreement between the cleaner and the customer related to the performance of services we can be required to withhold settlement for a period of up to five days, see Section 7.3 below.

## **5 ACCESS - PREPARATION OF PREMISES - EQUIPMENT**

5.1 Customer is responsible for ensuring that the cleaner gets access to the premises. Key location information, alarm codes, etc. must be exchanged directly with the customer via the App.

5.2 The premises to be cleaned should be made accessible before the commencement of the performance of the services to ensure that the appointment can be performed within the time frame that is given. The customer is encouraged to remove loose items from the floor and other surfaces so that the cleaner has easy access to the places to be cleaned.

5.3 The customer is responsible for ensuring that washing facilities and other necessary equipment (vacuum cleaner, laundry, clothes, etc.) is available to the cleaner and that this equipment is placed in a visible manner before the cleaner arrives to the premises to complete the appointment. For further information, please refer to our guidelines available at [vaskehjelp.no](http://vaskehjelp.no).

5.4 The customer should inform you when ordering the appointment if there are pets in the house. You are not responsible for relocating the pet during the performance of the appointment.

## **6 TIME FOR PERFORMANCE OF THE CLEANING APPOINTMENT - DELAY, CANCELLATION**

6.1 The time of completion of the cleaning appointment is agreed upon in the App in connection with the order and is a binding part of the agreement between you as a cleaner and the customer.

6.2 If you are unable to meet at the agreed upon time, you must report it to the customer via the App in a timely manner and suggest a new appointment time, as necessary. If the customer does not accept the change, they can cancel the appointment for free.

6.3 For cancellations by the customer that is made close to the agreed date of the cleaning appointment, a cancellation charge might apply. Any cancellation charges will be payable to you pursuant to the payment terms set out in section 4.2 above. However, we reserve the right to determine when such cancellation charges will be implemented, as well as to establish, and at any time amend, the terms for calculation and payment of any such cancellation charges.

## **7 IMPLEMENTATION OF THE APPOINTMENT**

7.1 You are responsible for carrying out the appointment in accordance with the guidelines that apply to the services offered through Vaskehjelp™. Further information on the nature and extent of the cleaning appointment can be found at [vaskehjelp.no](http://vaskehjelp.no). Any cleaning services beyond the guidelines are to be reported directly to the customer via the App.

7.2 If the customer is not satisfied with the appointment, he/she can inform you directly via the App. The customer will also be able to provide appraisal about you and the appointment performed through the rating system established in the App.

7.3 If the customer means that the appointment is not performed in a satisfactory manner, the customer may request that the settlement is suspended pending a final clarification. In such case, we will hold back the settlement for up to 5 days. After the end of the 5 days period, we will pay the agreed fee to you regardless of whether the case is resolved between the parties.

## **8 RESPONSIBILITIES FOR THE SERVICE AND IMPLEMENTATION OF THE CONTRACT - INSURANCE**

8.1 We will do our best to ensure both customers and cleaners a pleasant experience using Vaskehjelp™, but cannot guarantee that the App is always functioning properly. There may be technical issues with our services, which means that Vaskehjelp™ might not work as intended or that the services may be unavailable for a period. We cannot take any financial liability for loss or damage that may occur because of the solution being unavailable to our users in such circumstances. We reserve the right to inform customers and cleaners for any errors in the App per SMS, e-mail, or other adequate means of communication.

8.2 All cleaners who offer their services at Vaskehjelp™ are self-employed and are therefore not employed by Vaskehjelp AS. Therefore, we do not have employer responsibility for the cleaners, neither do we have other legal or financial responsibility for the quality of the performance of the appointment and / or loss / damage that the parties incur in connection with the appointment. This includes, but is not limited to, damage to person or property, theft or other criminal offenses.

8.3 We are committed to positive customer experiences using our services and will assist in resolving any disputes or disagreements between cleaners and customers in an amicable manner. However, we cannot engage or assist any of the parties directly in connection with any conflicts or disagreements between cleaners and customers beyond what is expressly stated directly in these Terms and Conditions.

8 .4 Insurance schemes that cover losses and damages that may arise in connection with appointments carried out via Vaskehjelp <sup>TM</sup> have been established. The current terms and conditions of the insurance scheme can be found at [vaskehjelp.no](http://vaskehjelp.no).

## **9 PERSONAL INFORMATION – PRIVACY POLICY**

9 .1 We are committed to ensuring the proper processing of all personal information we access when using Vaskehjelp <sup>TM</sup>. All personal information is handled in accordance with the privacy rules that apply to our services at any time. Our current privacy policy can be found at [vaskehjelp.no](http://vaskehjelp.no).

We inform that we will make information about economic conditions (turnover, etc.) available to the tax authorities in connection with reporting etc.

## **10 DURATION AND TERMINATION**

10 .1 These Terms and Conditions apply to all appointments you offer and perform via Vaskehjelp <sup>TM</sup> and the agreement remains in force until you end your relationship with us. For more information about withdrawal, etc., we will refer to further details contained in the Partnership Agreement.

10 .2 We reserve the right to delete your account in the event of significant or persistent breach of these Terms and Conditions

## **11 INTELLECTUAL PROPERTY RIGHTS**

11 .1 Vaskehjelp AS owns all rights to Vaskehjelp <sup>TM</sup>, the App and all trademarks related to our services. You have only been entitled to use the App and the services, etc. for the purpose described in these Terms and Conditions and any other use may constitute an infringement of our rights and result in liability or other legal sanctions.

## **12 LAW AND GOVERNANCE**

12 .1 If we are unable to resolve disagreements amicably, these will be resolved by Trøndelag District Court (Trondheim).