



# **GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC)**

*As of 01.01.2025*

## **1. Scope**

1. These General Terms and Conditions (GTC) apply to all contracts, services and offers of FreshStart Cleaning (hereinafter: "Contractor"), unless otherwise agreed in writing.
2. Any differing or supplementary terms and conditions of the client shall not become part of the contract unless the contractor expressly agrees to their validity in writing.

## **2. Conclusion of contract**

1. The contractor's offers are subject to change and non-binding.
2. A contract only comes into effect through written confirmation, email confirmation, or the actual performance of the service.
3. Any changes or additions to this contract must be in writing.

## **3. Scope of services**

1. The scope of services is defined in the individual offer, the list of services, or the order confirmation.
2. The contractor provides cleaning services professionally and in accordance with the generally accepted standards of the building cleaning industry.

3. Changes to the services are only possible after prior consultation and written agreement.
4. The following are not included in the scope of services:
  - craft activities
  - Junk removal (unless booked separately)
  - Special cleaning services that go beyond the agreed scope
  - Pest control
5. The contractor is entitled to use subcontractors to fulfill the contract.

#### **4. Prices, payment and due date**

1. All prices are gross prices including statutory VAT.
2. The remuneration is based on the agreed price, flat rates or hourly rates.
3. Invoices are payable within 3 days without deduction, unless otherwise agreed.
4. In case of late payment, default interest will be charged at the statutory rate.
5. In the case of ongoing contractual relationships (regular maintenance cleaning), the contractor may demand advance payments.
6. Price changes are permitted if wages, material costs, or statutory charges increase. The client will be notified of these changes in writing at least four weeks in advance.

#### **5. Cancellations by the client**

1. Cancellations of agreed appointments must be made in writing (email is sufficient).
2. There are no charges for cancellations made up to 24 hours before the scheduled appointment.

3. For cancellations less than 24 hours before the start of the appointment, the contractor is entitled to charge 10% of the agreed order value as a flat-rate cancellation fee.
4. If the cancellation occurs on the same day, or if the client fails to appear or provide access, the contractor is entitled to charge 30% of the order value plus travel expenses.
5. The client retains the right to prove that the contractor suffered no damage or significantly less damage.

## **6. Obligations of the client**

1. The client undertakes:
  - to allow staff access to the premises
  - protect or remove sensitive items before starting the cleaning process.
  - to inform about special risks, material sensitivities or safety regulations
2. Electricity, water and suitable sanitary facilities must be provided free of charge.
3. The client is responsible for ensuring that the areas to be cleaned are freely accessible.

## **7. Working hours and implementation**

1. The cleaning work will take place at the agreed times.
2. In the event of unforeseen circumstances (e.g. illness, weather, force majeure), the service may be postponed.
3. The contractor endeavors to use consistent staff, but is not obligated to do so.

## **8. Liability**

1. The contractor is only liable for damages caused by his own fault or that of his employees.

2. Liability for damage to property caused by slight negligence is excluded, unless it concerns fundamental contractual obligations.
3. No liability is accepted for purely financial losses.
4. Damages must be reported to the contractor in writing within 48 hours of the work being carried out.
5. For damage to:
  - fragile objects
  - computer equipment
  - art objects
  - liability for particularly sensitive surfaces is only assumed if the client has expressly pointed out the sensitivity in advance

## **9. Complaints**

1. Complaints must be reported no later than 24 hours after the cleaning has been completed.
2. The contractor has the right to rectify the defects within a reasonable timeframe.
3. If the rectification fails, the client can demand an appropriate reduction in price.

## **10. Contract duration and termination**

### **10.1 One-off orders**

1. The contract ends automatically after the agreed service has been provided.

### **10.2 Regular maintenance cleaning**

1. The contract is concluded for an indefinite period unless otherwise agreed.

2. Notice period: 4 weeks to the end of the month.
3. An extraordinary termination without notice is possible if
  - there are massive breaches of duty
  - payment is in arrears despite reminders
  - security-relevant information was withheld

## **11. Special and emergency cleaning services**

1. Emergency cleaning services (e.g., water damage, acute soiling) will be carried out as quickly as possible, but without a guarantee of a fixed response time.
2. Special cleaning services are subject to separate pricing.
3. The contractor is not liable for damages that have already occurred.

## **12. Material & Equipment**

1. The contractor uses his own cleaning products and equipment.
2. When using customer-owned equipment, the contractor assumes no liability for functionality or any resulting damage.

## **13. Data protection**

1. The contractor processes personal data only within the framework of the GDPR.
2. Data is used exclusively for contract processing.
3. Data will only be shared with third parties if this is necessary for the provision of services (e.g., subcontractors).

## **14. Confidentiality**

1. Both parties treat confidential information, trade secrets, or security-relevant details with strict confidentiality.

## **15. Force majeure**

1. Events such as strikes, illness, severe weather, power outages or other unforeseen circumstances temporarily release the contractor from the obligation to perform.
2. Claims for damages are excluded.

## **16. Final provisions**

1. Should any provision of the terms and conditions be invalid, the remainder of the contract shall remain valid.
2. Changes must be made in writing.
3. The place of jurisdiction is Berlin, provided it is legally permissible.
4. German law applies.