

TERMS AND CONDITIONS

Definitions

In this Agreement, the following words shall have the following meanings:

'Cleaning Charges' 'Cleaning Services', Regular Cleaning Services Commencement Date', 'Customer' 'Premises',	the meaning set out as per quotation; Cleaning Services to be carried out on a regular basis i.e. daily, weekly, fortnightly, monthly
Initial Clean	First cleaning service carried out by the Provider prior to the commencement of regular Cleaning Services
'Provider' 'Parties'	Coxhead Cleaning Services The Provider and the Customer, and 'Party' shall mean either one of them; and the meaning given in clause 3.
'Term'	

Provision of services

2.1 In consideration of the Customer paying the Cleaning Charges to the Provider, the Provider shall provide the Cleaning Services at the Premises to the Customer with reasonable skill and care and in accordance with these terms and conditions and the attached Schedule and shall provide properly skilled staff including adequate supervision, equipment and cleaning materials for such purpose. If at any time the Customer's cleaning service requirements change then the Customer shall notify the Provider in writing of the proposed changes. The Provider shall upon receipt of the request supply the Customer with a new Schedule showing the changes and this Agreement will continue in force as changed.

2.2 If at any time the Provider considers the time allotted to carry out the cleaning services are insufficient then the Provider shall where possible notify the Customer in writing and seek the Customer's permission to extend the time and any such extension of time to be paid for by the Customer in accordance with Clause 16 of this Agreement

3 Duration of agreement

Unless it is previously terminated without notice as agreed below, this Agreement shall continue from the Commencement Date (the 'Term') until terminated in accordance with the provisions of Clause 20..

4 Selection of Provider's staff

The Provider will use reasonable endeavours to provide staff to carry out the Cleaning Services who are aged 18 or over and are (so far as reasonably possible) known to the Provider and in respect of whom CRB and disclosure checks in accordance with current legislation and best practice have been carried out and character and employment references have been checked to ensure so far as reasonably possible that they are reliable, discreet and honest. On the request of the Customer, the Provider will provide the Customer with a list of the names of its staff working at the premises, the dates and times when such staff shall be at the premises and shall keep the Customer informed of all changes in such staff.

5 Uniforms

The Provider will supply its staff with a uniform or some other suitable garment clearly marked with the Provider's insignia (if any) and an identification badge.

6 Security

6.1 The Customer shall keep the Provider informed of all security procedures in operation at the Premises with which it reasonably requires the Provider's staff to comply. The Provider will ensure that its staff working at the Premises are made fully aware of and comply with such Customer's security procedures.

6.2 The Customer shall provide the Provider with a key or keys to access the premises and the Provider shall ensure that the key or keys are kept in a secure place only leaving the Provider's custody on the occasions when access to the Customer's premises is required.

7 Cleaning materials

The Provider shall provide its staff with suitable cleaning material. The Provider shall use so far as is reasonably practicable biodegradable and other 'green' products and ozone-friendly dispensers

8 Carrying out cleaning services

The Provider will carry out the Cleaning Services between Monday to Friday in each week 9am to 5.00pm. The Provider will use their best endeavours to ensure that Cleaning Services are carried out on a specified day and time wherever possible.

8.1 If the Cleaning Services are scheduled to be carried out on a statutory holiday the Customer agrees to pay to the Provider the Cleaning Charges in respect of the statutory holiday. The Provider will at the request of the Customer use reasonable endeavours to carry out some additional Cleaning Services either before or after the statutory holiday

9 Equipment

The Provider will regularly maintain the equipment used in line with applicable safety laws, regulations and governmental guidelines and provide replacements when breakdowns occur or when any such equipment required for the provision of the Cleaning Services ceases to work effectively.

10 Storage space

The Customer shall if requested by the Provider provide adequate and secure space at the Premises for the storage of the Provider's equipment and materials.

11 New Premises

If the Customer moves to other Premises extends or changes the Premises and gives the Provider full details of the new extended or changed Premises, the Provider shall supply a new schedule specifying the Cleaning Services to be provided the revised Cleaning Charge and, if accepted by the Customer, this Agreement will continue in force as changed.

12 Safe Premises

The Customer warrants that the Premises are safe for work and comply with all statutory requirements for the health and safety at work of the Provider's staff including no smoking environment. The Provider may refuse to permit its staff to work in the Premises or any part of them if the Provider reasonably considers that they may be exposed to undue risk or danger.

13 Provider's health and safety policy

So far as affects its staff who perform the Cleaning Services, the Provider undertakes with the Customer that (without limiting its duties to them) it will:

- 13.1 in accordance with applicable law safeguard the health, safety and welfare of its staff performing the Cleaning Services;
- 13.2 bring to the notice of its staff the safety policies of both the Provider and the Customer provided that the Customer has notified the Provider of its safety policy in writing and in advance;
- 13.3 provide reasonable information, training and supervision in safe working practices and the need to work safely; and
- 13.4 have reasonable regard for the health and safety of those not employed by the Provider, but who may be affected by the Provider's work under this Agreement.

14 Customer obligations

The Customer must ensure that the premises are ready to be cleaned, tidy and free from articles which would prevent or inhibit the carrying out of the Cleaning Services and access can be gained in order to carry out the services. Failure to do so will result in a charge being made for services not being carried out. The customer must ensure that all contents are secure. Any contents which are delicate and/or irreplaceable should be highlighted directly to Louise Coxhead prior to cleaning commencement. Breakages will be assessed on an individual basis.

15 Customer complaints

15.1 Any complaint about the performance of the Cleaning Services must be made in writing to the Provider within [2] working days of the occurrence complained about and the Provider will take reasonable action, without cost to the Customer, to investigate and (unless it reasonably considers that the complaint was not justified) take reasonable remedial action.

15.2 In the absence of complaint it will be assumed that the Customer is satisfied with the Provider's performance of the Cleaning Services however nothing in this clause shall act so as to waive or limit any right or remedy either Party may have under this Agreement or as may be provided by applicable law.

16 Payment

The Provider shall prior to commencement of the Cleaning Services submit its invoice for payment in respect of regular Cleaning Services by the last working day of the month prior to the month in which the Cleaning Services are to be carried out. Payment is to be received by the 05th of that month in which the invoice relates to. In respect of one off Cleaning Services the Customer shall pay to the Provider 50% of the cleaning charge on the day the services are booked with the Provider and the 50% balance no later than the day on which the Cleaning Services are carried out

17 VAT

All sums payable under this Agreement are exclusive of VAT which is payable in addition to such charges (if applicable).

18 Increasing charges

The Provider may increase the Cleaning Charges by giving 30 days' written notice to take effect on the next due invoice after that period, but:

18.1 the Customer may terminate this Agreement by giving 30 days' notice in writing following written notification of intent to increase charges.

19 No set off

The Customer shall pay all money due under this Agreement without any discount, deduction, set off or counterclaim regardless of any claim or dispute which the Customer has or alleges it has against the Provider.

20 Interest on late payment

If the Customer fails to pay any sum due on the due date of payment in accordance with this Agreement, the Customer shall pay to the Provider interest on such overdue amounts at the rate of 4% per year plus the base rate from time to time of Lloyds Bank plc calculated on a day-to-day basis.

21 Suspension of performance

Failure by the Customer to pay the Cleaning Charges on the due date of payment or to comply with any of its other obligations under this Agreement shall constitute sufficient cause for the Provider to suspend or terminate service under the Cleaning Contract until the Cleaning Charges or any other amounts and all interest on them pursuant to clause 18 have been received in full by the Provider and the Customer's other obligations have been complied with in full.

22 Termination by notice

Without prejudice to any other provision of this Agreement, either Party may in the case of providing regular Cleaning Services including initial clean may terminate this Agreement by not less than 30 days' written notice to the other.

23 Grounds for termination

Either Party may terminate this Agreement without prior notice if the other:

- 23.1 makes any assignment of its business for benefit of creditors;
- 23.2 has a receiver, administrative receiver or similar officer appointed of all or part of its property;
- 23.3 becomes bankrupt or goes into liquidation (except with the other Party's consent) for the purpose of amalgamation or reconstruction; or
- 23.4 commits a breach of this Agreement and fails to remedy it within [20] days after written notice from the other Party requiring it to be remedied.

24 Force majeure

Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.

25 Confidentiality

All information acquired by the Provider relating to the Customer or the Customer's business shall be treated by the Provider as confidential and the Provider shall not make any use or disclosure of it. The Provider shall (if so requested by the Customer) require its employees to enter into written undertakings as to confidentiality which are directly enforceable by the Customer. The obligations of this clause shall not apply to any information which:

- 25.1 was known or was in the possession of the Provider before it was acquired by the Provider from the Customer;
- 25.2 is, or becomes, publicly available through no fault of the Provider;
- 25.3 is provided to the Provider without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
- 25.4 was developed by any of the Provider's staff (or on the Provider's behalf) who had no direct access to, or use or knowledge of the confidential information acquired from the Customer; or
- 25.5 is required to be disclosed by order of a court of competent jurisdiction.

26 Exclusion of liability

To the extent permitted by applicable law, the Provider disclaims all liability to the Customer in connection with the Provider's performance under this Agreement, including but not limited to liability for loss of profits and other consequential losses.

Except in the case of death or personal injury caused by the Provider's negligence, the liability of the Provider under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the annual Cleaning Charges paid by the Customer to the Provider under this Agreement. Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty nor otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

27 Variation

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

28 Waiver

No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

29 No assignment etc

Neither Party may assign, its rights and obligations under this Agreement.

The Provider may where deemed appropriate delegate or sub-contract the Cleaning Services in such case the Provider shall give prior notice to the Customer of its intention to do so

30 Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 [and notwithstanding any other provision of this Agreement] this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

31 Notices

31.1 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by facsimile or e-mail (confirmed by first class mail or air mail), to the address or facsimile number of the relevant Party set out overleaf, or such other address or facsimile number as that Party may from time to time notify to the other Party in accordance with this clause 30.

31.2 Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or on the next working day after transmission (in the case of facsimile messages, but only if a transmission report is generated by the sender's facsimile machine recording a message from the recipient's facsimile machine, confirming that the facsimile was sent to the number indicated above and confirming that all pages were successfully transmitted), or next working day after sending (in the case of e-mail).

31.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

32 Jurisdiction

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the [non-exclusive] jurisdiction of the English courts to which the Parties submit.

33 Interpretation

In this Agreement unless the context otherwise requires:

- 33.1 words importing any gender include every gender;
- 33.2 words importing the singular number include the plural number and vice versa;
- 33.3 words importing persons include firms, companies and corporations and vice versa;
- 33.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
- 33.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- 33.6 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- 33.7 the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation;
- 33.8 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bylaw made under that enactment; and
- 33.9 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.