

Standard Terms & Conditions of Service

Discounted Cleaning Supplies Ltd T/a Cleaning Services Direct (Company Registration No. 07663214)
of 139 West Street, Crewe, Cheshire, CW1 3HH ("CSD")

- 1. Services** shall consist of the cleaning services described in the quotation and appended to this Agreement and as amended by agreement between the parties from time to time.
- 2. Provision of Services:** CSD shall provide the Services in accordance with these terms and conditions and provide adequate staff, equipment and cleaning materials.
- 3. Duration of agreement :** Unless terminated as provided for below then this agreement shall continue for an initial period of one (1) months commencing on date the Customer starts to use our service and if continued after that initial period ends shall continue until terminated by either party giving not less than one months notice in writing to the other such notice expiring not earlier than the end of the Term in which the notice is given.
- 4. Time for Performance of the Services.** CSD shall provide the Services on a set amount of days as requested by the customer excluding bank holidays.
- 5. Payment.** CSD will submit invoices to the Customer for the Services performed on the last working day of the week. The customer shall pay CSD on or before the end of the month following the month the invoice is dated. In the event that the Customer does not make payment in full to CSD by the due date then the Customer full balance will become due and the customer shall pay interest on overdue amounts and such interest will accrue at a daily rate on the amount overdue from the date when payment become due until the date of payment at the rate of 8% per year plus the base rate from time to time of Lloyds TSB Bank plc and will accrue at such rate after as well as before judgment.
- 6. Cleaning Charges and VAT:** The charges for the Services are set out in CSD's written quotation and as amended in accordance with this agreement from time to time. All charges are exclusive of VAT which is payable in addition to such charges
- 7. Increasing Cleaning Charges:** CSD may increase the Cleaning Charges by giving 90 Days prior written notice to take effect on the next due invoice after that period, but:
 - 7.1 no such change shall be made within the initial 6 Months of this agreement; and
 - 7.2 the Customer may terminate this agreement by giving 30 Days' notice in writing following written notification of intent to increase the Cleaning Charges.
- 8. 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 CSD
- 9. Suspension, of Performance.** Failure by the Customer to pay the invoices or any of them in accordance with clause 5 above or to comply with any of its other obligations under this Agreement or the Cleaning Plan shall constitute sufficient cause for CSD , at CSD's sole option, to suspend or terminate the provision of the Services and any other support services which CSD provide to the Customer until payment of the overdue invoices and interest on them have been paid in full and the Customer's other obligations have been complied with in full and the periodic charges payable by the Customer for the Services will continue to apply during any such period of suspension of the Services and the Customer shall remain liable to pay the same SAVE THAT such periodic charges will not be payable in the event that CSD terminate the provision of the Services and give written notice of such termination of the Services to the Customer.
- 10. Independent Contractor.** The parties intend CSD to be an independent contractor in the performance of the Services. CSD shall have the right to control and determine the method and means of performing the Services; the Customer shall not have the right to control or determine such method or means. CSD retains the right to perform services for other clients.
- 11. CSD's staff.** CSD at CSD's expense, may employ such staff, as CSD deems appropriate to provide the Services. CSD will be responsible for paying its staff, as well as any expense attributable to such staff, including tax and National Insurance Contributions and will maintain workers' compensation insurance for such employees SAVE THAT if the Customer terminates the provision of the Services without notice or with less notice than is agreed, the Customer agrees to compensate CSD in full on demand for any contractual pay in lieu of notice and statutory pay and compensation for unfair dismissal for which CSD becomes liable as a result of the termination

- 12. Equipment and Supplies.** Save as provided for under clause 13 below, CSD, at CSD's own expense, will provide all equipment, tools, and supplies necessary to perform the Services, and will be responsible for all other expenses required for the performance of the Services. The Customer will provide adequate and secure space at the premises where the Services are provided for the safe storage of CSD's equipment tools and supplies.
- 13. Black bags, white bags, Toilet rolls and Hand towels.** The Customer shall ensure that it provides and bears the cost of supplying sufficient toilet rolls, hand towels and black / white bags for the Services to be completed by CSD's staff. CSD shall not hold any responsibility for any failure to provide the Services in full or in part in the event that the Customer has failed to provide and make available to CSD's staff sufficient quantities of the same.
- 14. Working conditions.** The Customer warrants that the premises at which the Services are provided under this agreement are safe for work and comply with all relevant statutes and regulations and requirements of every competent authority ("Statutory Requirements") for the health and safety at work of CSD's staff. CSD may refuse to permit its staff to work at any premises or any part of them if CSD reasonably consider that they may be exposed to undue risk or danger. The Customer will ensure that all and any area where the Services will be performed will be clear for CSD's staff to be able to perform the Services and CSD will not be held responsible in the event that the Services or any part of the Services cannot be performed or completed as a result of such area not being clear at the time the Services are to be provided.
- 15. Customer complaints**
- 15.1 Any complaint about the performance of the Services or this agreement must be made in writing to the office above within 2 working days.. In the event of a complaint regarding failure to complete an item of cleaning this complaint should be made at the first possible opportunity either by telephone, Email or in writing. CSD will take all necessary action, without cost to the Customer, to investigate and (unless CSD reasonably consider that the complaint was not justified) take any remedial action.
- 15.2 In the absence of complaint it will be assumed that the Customer is satisfied with CSD's performance of this agreement and the provision of the Services hereunder
- 16. Termination by notice.** Either party may terminate this agreement by giving not less than three (3) months notice in writing to the other expiring not earlier than the end of the Term in which the notice is given.
- 17. Grounds for termination without notice.** Either party may terminate this agreement without prior notice if the other:
- (a) passes a resolution for its winding-up or the making of by a court of competent jurisdiction of an order for its winding-up;
 - (b) makes any assignment of its business for benefit of creditors;
 - (c) has a receiver, administrative receiver or similar officer appointed of all or part of its property;;
 - (d) becomes bankrupt or goes into liquidation for the purpose of amalgamation or reconstruction;
 - (e) ceasing, for any reason, to be able to carry on business or is prevented from carrying on such business
- 18. Compensation and Liability** To the extent permitted by law CSD disclaims all liability to the Customer in connection with CSD's performance under this agreement including but not limited to any acts or omissions by CSD, its directors, employees, agents, representatives and contractors, any and all direct and indirect or other consequential losses including loss of profits, loss of revenue and loss of opportunity.
- 19. INSURANCE.** CSD has its own public liability insurance and is insured for no less than 5 million pounds.
- 20. Annual Review.** CSD and the Customer shall review the Cleaning Plan annually and any variation of the same shall be agreed and signed by the parties and shall be effective from such date as the parties shall agree.
- 21. Customer Information.** CSD will use all reasonable endeavours to protect all information provided by the Customer from unauthorized access or disclosure in accordance with the provisions of the Data Protection Act 1998. All information held by CSD will be stored electronically and in paper form at CSD's registered office address.
- 22. Force majeure** Neither party shall be liable for any failure in the performance of any of its obligations under this agreement caused by factors outside its control
- 23. Not to solicit CSD's staff.** Whilst this agreement remains in force and for one year after its end (howsoever caused) the Customer shall not directly or indirectly solicit either on their own account or on behalf of any other person the whole or part time services for any purpose of any of CSD's staff who work in any capacity in the provision of the Services or under this agreement.
- 24. Variation.** Except as expressly provided for in this agreement, no variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless committed to writing.

25. Waiver. Either party may release or compromise the liability of the other under this agreement or grant to the other time or other indulgence without affecting the other party's liability

26. No assignment etc. The Customer may not without the prior written consent of CSD assign or dispose of this agreement, part with any interest in it or grant any lease or licence or delegate any of its rights conferred by it. CSD will not engage "self-employed" staff in the provision of the Services but will provide employees engaged by it under service contracts.

27. Third Parties. No person other than CSD and the Customer shall acquire any enforceable rights under or in connection with this agreement.

28. Notices. Any notice required or allowed under this agreement shall be deemed properly given if mailed postage paid by recorded delivery to the other party at the address given above.

29. Jurisdiction. This agreement shall be governed by English law and the parties consent to the exclusive jurisdiction of the English courts in all matters regarding it.

Parties agree to:

1. The terms set out in this agreement and the Cleaning Plan appended to this agreement
2. The provision of additional support services by CSD when requested in writing by the Customer at the rates listed in CSD's quotation concerning such additional support services
3. The payment by the Customer of all charges for the Services provided in accordance with this agreement.

The Customer acknowledges and agrees:

4. The information supplied by or on behalf of the Customer in relation to this agreement is true and accurate as at the date of signing this agreement.
5. This SERVICE ORDER AND AGREEMENT is a binding legal contract between the parties
6. The Customer's signatory to this agreement is a duly appointed employee or agent of the Customer who has sufficient authority to bind the Customer to the terms of this agreement.

Agreed on behalf of:

Cleaning Services Direct

(Customer)