



Classic Cleaning Services Limited
Terms and Conditions for Supply of Services and Goods

Your attention is drawn to clause 6, 12 and 13.

PARTIES

(1) Classic Cleaning Services Ltd Limited incorporated and registered in England and Wales with company number 4670962 whose registered address and operating premises is Ground Floor, 5 Astra Centre, Edinburgh Way, Harlow, Essex, CM20 2BN (**Us or We**).

(2) [NAME] of [ADDRESS] (**You**).

(Together known as the Parties)

Introduction

1.1 These Conditions set out the terms of the Agreement upon which We will supply or offer to supply services and goods to You in respect of your premises.

Definitions

1.2 To make these Conditions easier to follow, certain words or phrases, used regularly throughout these Conditions, have been given the meanings set out below:

| | |
|---------------------|---|
| "Agreement" | this agreement between us relating to the supply of Services, including the attached Schedule; |
| "Commencement Date" | the date determined by clause 2.1; |
| "Conditions" | these Conditions as amended from time to time (see Condition 14.4); |
| "Fees" | our fees as set out in Schedule, in our quotation or proposal plus any other fees (where appropriate at our standard rates) for additional Services requested by you; |
| "Goods" | the goods to be supplied by Us as part of the Services as set out or referred to in the Schedule; |
| "Insurance Limit" | the limit of insurance (if any) set out in the Schedule; |
| "Premises" | Your premises at which we shall supply the Services, as set out in the Schedule; |
| "Schedule" | the schedule signed by You and Us, setting out your details and the Services, and forming part of the Agreement; |
| "Services" | the services to be supplied by Us at the Premises as set out or referred and agreed by You prior to signing the Schedule and, where appropriate, together with the Goods; |

1.3 Words in these Conditions importing the masculine or singular shall, where the context admits, include the feminine or plural respectively and vice versa.

2 The Agreement

2.1 These Conditions and the Schedule and any documents expressly referred to in the Schedule comprise of the entire Agreement between You and Us. The Agreement is formed when the Schedule has been signed and dated by a written representative of Us or when we commence supplying the Services, whichever date is earlier.

2.2 No employee or agent of Us is authorised to vary or waive any part of the Agreement, other than a director who may only do so in writing, by sending a revised Agreement to You

3 The Services

3.1 We agree to supply You with the Services as from the Commencement Date, or such other date as We may agree with you as outlined in the Schedule.



4 Our Fees and Payment

- 4.1 We will issue our invoices after the Services have been completed at Your Premises, in accordance with our Fees as outlined on the Schedule.
- 4.2 Invoices are payable by You to Us without set off or deduction within 30 days from the date of the invoice. We will invoice You on or around 28th of each month for all work done if You are a regular customer. If You instruct us for a one off job, We will invoice you shortly after the work has been done.
- 4.3 We reserve the right to vary the Fees on each anniversary of the Commencement Date by giving You not less than 30 days' notice in writing.
- 4.4 All Fees and other sums are shown on the invoices and Schedule are exclusive of VAT and any other applicable duties or taxes. You are responsible to pay VAT to Us.
- 4.5 We reserve the right to suspend the supply of the Goods and Services if:
- 4.5.1 Any amounts payable in respect of the Agreement or the Services are not paid within 14 days of their due date; or
- 4.5.2 Performance of the Services could expose any of Classic Cleaning's employees, agents or sub-contractors to risk of physical injury.
- 4.6 In the event of non-payment, We reserve the right to charge interest on any overdue amounts payable in respect of the Agreement at the rate of three (3) per cent over National Westminster Bank plc base rate from time to time, or the rate of nine (9) per cent, whichever is higher at the time of applying the interest.

5 Insurance

- 5.1 We will perform the Services with all reasonable skill and care, and the Goods which we supply shall be of satisfactory quality, but all other warranties, conditions or other terms implied by statutes, or common law are excluded to the fullest extent permitted by law and we shall have no liability to you for any indirect, special or consequential loss that you may suffer or incur arising out of or in connection with the supply of the Services (except in respect of death or personal injury resulting from negligence).
- 5.2 We will maintain at our own cost a comprehensive policy of insurance to cover employers and public liability limited to the Insurance Limit as outlined in the Schedule.
- 5.3 If you require from Us, and We agree to provide, insurance for an amount exceeding the Insurance Limit, you will be responsible for any additional premiums We are required to pay, unless We otherwise agree in writing.

6 Limitation of Liability

- 6.1 Nothing in these Conditions shall limit or excludes our liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession)
- 6.2 Subject to clause 6.1 above, We shall not be liable in any circumstances whatsoever to You whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- total liability for any loss you may suffer or incur shall not exceed the Insurance Limit (increased, where appropriate, under Condition 5.3).
- 6.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
- 6.4 Whilst we will exercise all reasonable care in cleaning carpets, we do not accept responsibility for colour run, damage or deterioration in fabric or colour due to wear, fade or spillage. Although we make every effort to remove stains, We cannot be held responsible for any reaction that the cleaning processes have upon the fibres or when the nature of the stain is unknown.
- 6.5 Under no circumstances will We be liable for damage to carpets. We will investigate any written complaint sent to Us within 7 days of the carpet clean taking place. However, our decision is final. We reserve the right to make an inspection and to carry out any further processes deemed by us to be necessary as a result of that complaint, at cost to you if we consider it necessary.
- 6.6 In all cases our liability shall be limited to areas actually damaged and no carpet will be deemed to have a value of more than £20.00 per square metre unless written notice is given to us prior to processing.

All Daily office cleaning operatives do not have the equipment or training to carry out any carpet cleaning duties or stain removal.



7 Indemnity

You will indemnify Us against any costs, claims, losses, damages or expenses We may suffer or incur in connection with any loss of or damage to property belonging to Us or our employees, agents or sub-contractors or any physical injury suffered by any such persons arising, in each case, from the unsafe state of the Premises or anything in or on the Premises belonging to You or under your control.

8 Risk

Risk of damage to or loss of the Goods shall pass to You at the time of delivery by Us.

9 Obligations required of You relating to the Premises

- 9.1 You will maintain the Premises in good condition and provide us with such access to and use of the Premises as we may require to enable us to supply the Services and includes You ensuring that you meet any health and safety or other statutory obligations which You may have towards Us and our employees.
- 9.2 You will ensure you operate a clear desk policy on all desks and ledges and window ledges to facilitate the Services being performed and to prevent papers and documents being mislaid.
- 9.3 You will notify us of any broken glass or windows to any of our employees who attend the Premises prior to the allocated time slot for the Services be carried out. In such circumstances, our employees will not clean any cracked or broken glass or any windows which are or appear to be unsafe or dangerous or to do anything which would expose them to unreasonable risk or injury.
- 9.4 You are responsible for the health and safety of any of our employees, agents or sub-contractors whilst at the Premises.

10 Confidentiality

- 10.1 We each agree to treat this agreement as confidential. No party shall not be entitled to, during and after termination of this Agreement, to disclose or permit to be disclosed to any person, firm or company (other than to any employees, agents or sub - contractors to such extent only as contemplated in the Agreement) or otherwise to make use of any information or documentation acquired which relates to either of Us, the Services or the Agreement except to the extent that such information either becomes public knowledge through no fault of either of the parties, or is known by one of the parties prior to its acquisition from the other, or as required by law.

11 Force Majeure

- 11.1 For the purposes of this Agreement, Force Majeure Event means any event beyond our reasonable control including but not limited to, strikes, lock-outs or other industrial disputes (whether involving our employees or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of equipment, fire, flood or storm or default of employees and subcontractors.
- 11.2 In addition, We exclude any liability in not carrying out the Services caused by the following:-
- (a) Any event beyond our control preventing our employees, agents or sub-contractors travelling to the premises, including mechanical breakdown, adverse weather conditions and adverse traffic congestion.
 - (b) Hazards due to defective structure, or access, presence of noxious, toxic, combustible, explosive or radioactive substances or any other conditions rendering the premises dangerous in our opinion.
- 11.2 Further We will not be liable to You for any delay in performance or supply or non-performance or non-supply of the Services in the event of a Force Majeure Event occurs.

12 Duration and Termination

- 12.1 The Agreement shall come into force in accordance with Condition 2.1 and, subject as provided in Condition 12.2, shall continue in force for a period of **two** years after the Commencement Date and thereafter until terminated by either of us giving to the other at least **90** days written notice in accordance with clause 12.2 below.
- 12.2 Either of us shall be entitled to terminate the Agreement immediately by giving written notice to the other if:
- 12.2.1 the other commits a breach of any of the provisions of the Agreement and, in the case of a breach capable of remedy, fails to remedy the breach within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
 - 12.2.2 an encumbrance takes possession of or a receiver is appointed over any of the property or assets or the other;
 - 12.2.3 the other goes into liquidation, makes any voluntary arrangement with its creditors or becomes subject to any administration order; or
 - 12.2.4 the other ceases, or threatens to cease, to carry on business.
- 12.3 Any waiver by either of us of a breach shall not be considered as a waiver of any subsequent breach.
- 12.4 The rights to terminate given by this Condition 8 shall be without prejudice to any other right or remedy, which either of us may have.



12.5 Upon termination of the Agreement for any reason:

12.5.1 We shall be entitled to enter the Premises to remove all of our apparatus and equipment;

12.5.2 all Fees and other amounts, including outstanding Fees payable in respect of the Services shall become due and payable immediately.

13. Restrictions

If You or any person, firm or company associated or connected with You engages, directly or indirectly, either during the Agreement or during the period of a year following its termination an employee, agent or sub - contractor whose services have at any time during the previous eighteen months been offered or supplied to You by Us, You will be liable to pay Us an introduction fee of 15% of that person's anticipated annual remuneration.. Any failure to pay this sum will be considered a breach of this Agreement.

14. General

14.1 The Agreement shall be governed by English Law and any dispute shall be under the jurisdiction of the English Courts.

14.2 We may assign the Agreement and it shall be binding upon and continue for the benefit of our successors and assignors.

14.3 We shall be entitled to perform any of our obligations and to exercise any of our rights under the Agreement through any other company, which is a member of our group of companies from time to time.

14.4 We reserve the right to amend these Conditions from time to time and shall notify you of any changes at least 30 days in advance.

14.5 In the event of any conflict arising between you and any of our employees, agents or sub - contractors, any decision, which we make, shall be final.

14.6 You may not assign the Agreement or any rights in relation to it without our prior written consent.

14.7 Nothing in the Agreement shall create, or be deemed to create, a partnership or the relationship of employer or employee between the parties.

14.8 The Agreement contains the entire agreement between us and supersedes all previous agreements or arrangements.

14.9 In the event of any conflict between these Conditions and any other terms and conditions in the Agreement, these Conditions shall apply.

15. Notices

15.1 We may serve you with a notice in writing at your address on the Schedule.

If you wish to serve us with a notice, it should be in writing addressed to the Managing Director, at the address outlined at the beginning of this document.

15.2 Any notice may be served by personal delivery or by first class prepaid post (which shall be deemed to have been served 48 hours from the time of posting) or by facsimile (which shall be deemed to have served on transmission provided a copy is sent by first class prepaid post the same day).