

Contract Formation

- 1 All quotations, orders and the Services are subject to these Terms and Conditions ("Terms") which apply to the exclusion of any other terms which the Client may seek to impose and which shall govern the Agreement. Any variation to the Terms may be agreed only in writing by the Sentrex Support Services Ltd "Contractor." Terms may be varied without notice to the Client.
- 2 A quotation from the Contractor is valid for 12 weeks from the quotation date. The Client must ensure that the Services detailed on the quotation, work sheets and rooms/areas included sheets are accurate and as required. The Agreement is formed only on written confirmation of appointment by the Contractor or on commencement of the Services whichever is sooner.

Invoice and Charges

- 3 Charges will be invoiced as shown on reverse. Invoices are payable within 28 days of invoice date without any deduction. If invoices are unpaid after 28 days the Contractor may (i) terminate the Agreement immediately; (ii) remove its equipment and materials from the Client's premises; (iii) immediately raise all Charges for the remainder of the current twelve month period; and (iv) charge interest at a rate of 4% above the Bank of England base rate on the outstanding amount; and these rights shall survive termination
- 4 In the case of a "one off" supply of Services the Contractor reserves the right to request payment in full at any time including in advance and may vary the time of Service provision at any time and without notice.
- 5 The Contractor may increase charges due to:(i) increase in wages (which shall include increases in the National Minimum Wage), cost of materials, employers NI contributions and other overheads (ii) premises change of use (iii) increase in area to be Serviced; (iv) change in floor coverings; and (v) any other change which may lead to increased cost to the Contractor in performing the Services; Charges may also be revised annually.
- 6 Charges shown on reverse exclude staff attendance on Bank Holidays, weekends and closure periods unless agreed in writing. Such attendance will result in additional charges.
- 7 All charges shown exclude VAT which the Client shall also pay.
- 8 If the Contractor is prevented from performing the Services due to any act or omission of the Client the Client shall pay the charges in full for that Service provision which would otherwise have been performed. This shall include but is not limited to any trade dispute or closure of premises at any time when Services would otherwise have been performed.

Service Provision

- 9 The Contractor shall provide the Services in accordance with the description shown on reverse, in the work specification or otherwise as provided to the Client. Any Client request for change in Service is subject to Contractor's written approval. The Contractor may change Service provision if necessary to comply with changes in law or for health and safety reasons.
- 10 Services shall be performed with reasonable skill and care, to a standard which would be reasonably expected of other cleaning services professionals. Where third party materials, machinery or equipment are supplied for use in performing Services the Contractor does not guarantee the same to any greater extent than the guarantee (if any) it receives.
- 11 The Contractor will at the Client's request arm or disarm intruder alarms on Client premises. The Contractor will not be liable for any costs, claims, liabilities or expenses arising from incorrect setting or disarming of alarms or any fault or malfunction arising from such action. The Client acknowledges that it remains liable for setting and disarming all alarms and that the Services are limited to cleaning, do not include building security services and that the Contractor shall not be liable for any losses arising due to theft from the premises. The Client shall supply a current contact name and out of hours telephone number of a key-holder to Client premises for contact in the event of problems (emergency or otherwise). The Client shall inform the Contractor of changes to such information or alarm codes. If the Contractor attends the Clients premises beyond normal working hours due to malfunction or triggering of the alarm, the Client shall pay the Contractor's costs.
- 12 The Contractor may without liability remove its employees and agents from the Client's premises if the Client fails or the Contractor acting reasonably suspects that the Client is failing to provide a safe and secure working environment for such persons.
- 13 Whilst the Contractor shall use reasonable efforts to assign the same staff to the Client it does not guarantee staff continuity and may rotate staff between the Client and its other clients as it sees fit. The Contractor may reduce the number of staff allocated to the Client (including but not limited to the coverage of absence) provided that the Services are performed to the specification. Time for performance shall not be of the essence.
- 14 In the event that the provision of the Services also involves the provision of any products then the same shall remain the property of the Contractor until all monies due to the Contractor are paid in full by the Client whether under this or any other Agreement.
- 15 The Client acknowledges that certain floor coverings such as wooden floors will require refinishing in time despite regular cleaning. The Services and the Charges do not include any refinishing or similar work which may be required due to normal usage of such coverings.

Client obligations

- 16 The Client shall provide at its expense:
 - 16.1 All lighting, mains water, electrical supply (240v) and other facilities;
 - 16.2 suitable and safe storage for such equipment and materials as the Contractor wishes to leave on the Clients premises;
 - 16.3 a safe and secure working environment for all Contractor employees and agents including making available any information as necessary in order to ensure the same and access to the Clients first aid facility;
 - 16.4 safe and sufficient access to and from the premises (including but not limited to vehicular access and appropriate and secure vehicle parking) and provide any keys, swipe cards or other means of access to all areas of the premises;As necessary or as the Contractor requires to perform the Services and the Contractor shall not under any circumstances be liable for any failure to perform Services where the Client fails to comply with this Condition 16. If the Client fails to provide access in accordance with Condition 16.4 then the Contractor reserves the right to charge £35 per hour plus VAT per operative for the duration of the delay.
- 17 Without prejudice to Condition 19 if any accidents, security or disciplinary issues are reported directly to the Client it shall immediately report the same to the Contractor.
- 18 All materials, machinery and equipment supplied by the Contractor shall be for exclusive use by its staff and agents. The Client shall ensure that no unauthorised person makes use of the same and the Contractor shall not be liable for any losses arising from such unauthorised use.
- 19 The Client acknowledges that given the nature of the Services it must report in writing to Contractor's Head Office any Service fault, complaint and any accident, damage or injuries as soon as practicable and in any event within forty-eight hours of the occurrence giving rise to the same and shall at all times act reasonably in reporting the same. The Contractor will take reasonable steps to investigate and at its discretion rectify the matter to the Client's reasonable satisfaction. No credit will be granted for works unless reported within such time period. In the event of default, credit will strictly only be granted for labour.

20 The Contractor will provide a Client liaison book. Notwithstanding Condition 19, the Client shall record all incidents and complaints in such book which must be kept on Client site at all times. The book shall remain the Contractor's property. Any loss of the book shall be reported to the Contractor immediately and a replacement requested.

21 in the Client is required (by a landlord or Local Authority) to use a specific type/ colour/make of refuse sack then the same shall be provided by the Client to the Contractor free of charge. Contractor shall not be fined or otherwise be liable for any failure to comply with such requirements.

Liability

- 22 Nothing in this Agreement shall limit the liability of the Contractor for death or personal injury caused by its negligence or for fraud.
- 23 Under no circumstances shall the Contractor be liable in contract, tort or otherwise for any costs, claims, damages, liabilities or expenses in respect of (a) ANY direct loss of profit; or (b) ANY direct loss of anticipated savings; or (c) ANY indirect or consequential loss or damage however caused including but not limited to; (i) any loss of profit; (ii) loss of use of money or loss of anticipated savings; (iii) loss of business or loss of opportunity; (iv) loss of goodwill or reputation; (vii) loss or corruption of data or damage to computer or other equipment; (v) any wasted expenditure. For the avoidance of doubt the parties agree that the categories of loss set out above are intended to be distinct and severable.
- 24 Without prejudice to Conditions 22 and 23 the Contractor shall not be liable for any costs, claims, damages, liabilities, losses or expenses arising from worsening in condition of any previously cracked, defective or broken Client property and the Client acknowledges that defects may exist such as stains, marks, wear and tear which, notwithstanding compliance by the Contractor with the provisions of Condition 10, cannot be rectified by cleaning.
- 25 Without prejudice to Conditions 22 and 23 the maximum aggregate liability of the Contractor in respect of any one claim or series of claims shall be limited to the sum of £2,000,000 however arising (including without limitation) negligence, breach of contract, tort or breach of statutory duty.
- 26 Without prejudice to Conditions 22-25 any breakage or damage to Client premises or property caused by the Contractor's staff or agents or any other event which may give rise to a claim shall be notified to the Contractor in writing within forty-eight hours of the occurrence. The Contractor shall investigate and if appropriate rectify the matter without expense to the Client only to the extent that the Contractor can reasonably determine that it was attributable directly to the negligence of the Contractor.
- 27 The Contractor may make good any damage in lieu of making payment in respect thereof. Notwithstanding the provisions of this Condition 27 where the Client has insurance to cover such damage and where the Contractor reasonably requires, the Client shall seek to recover from its insurers.
- Termination**
- 28 This Agreement shall be effective from the start date shown on the reverse and shall remain in force for a minimum period of 12 months ("Minimum Period") and thereafter shall be renewed automatically for successive periods of twelve months.
- 29 Either party may serve not less than three months written notice to terminate this Agreement such notice to be effective at the end of the Minimum Period or thereafter on an anniversary of the date of this Agreement.
- 30 Either party may terminate this Agreement immediately if: (a) the other is in material breach of its obligation under this Agreement and if the breach is remediable the party in breach fails to remedy it within 30 days of notice requiring it to be remedied; or (b) if any encumbrance takes possession of or a receiver or administrative receiver is appointed over any of the property or assets of the other or if the other makes a voluntary arrangement with its creditors or becomes subject to an administration order, has an administrator appointed or goes into liquidation (expect for amalgamation or reconstruction) or anything similar occurs in relation to the other party.
- 31 The Contractor shall recover from the Client any additional costs incurred on termination as a result of legislation relating to notice periods for the Contractor's staff or any other associated costs.
- 32 Termination by the Contractor shall be without prejudice to its other rights and remedies rights. On termination all outstanding sums shall be immediately payable.
- 33 Upon termination of this Agreement the Contractor shall return to the Client all keys and swipe cards belonging to the Client and the Client shall return to the Contractor or allow collection of any materials or equipment on the Client's premises.
- 34 The Client acknowledges that from time to time there may be a relevant transfer under the Transfer of Undertaking (Protection of Employment) Regulations 1981 (as amended by the 2006 Regulations). The Client will provide the Contractor with such details about providers and/or staff as necessary to allow the Contractor to comply with its obligations (including but not limited to employment, wage, holiday and personal information).
- General**
- 35 Notices shall be in writing and addressed to the other party's Head Office. Notice shall, if posted, be deemed served 48 hours after posting and if hand-delivered upon delivery.
- 36 Credit notes will be calculated and issued based on the labour element of the contract **only**. There will be no exceptions whatsoever to this condition
- 37 The Contractor shall not be liable for failure to carry out its obligations under this Agreement in part or in whole, if prevented from so doing due to any event beyond its reasonable control including but not limited to trade dispute, strike, lockout, closure (including Client shut-down periods), Act of God, terrorist action, flood, fire or bad weather.
- 38 During this Agreement and for three months after termination or expiry the Client shall not offer employment to any Contractor employees without the Contractor's written permission. If the Client breaches this Condition it shall pay a fee to the Contractor for each employee recruited equivalent to three calendar month's wages of the employee in question.
- 39 No delay or failure by either party to exercise any of its powers, rights or remedies shall operate as a waiver of them.
- 40 If any of these Terms is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from all other terms which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 41 This Agreement shall constitute the entire agreement and understanding between the parties in relation to its subject matter.
- 42 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy in respect of, any statement, representation, warranty or understanding of any person other than as expressly set out in this Agreement and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 43 Nothing shall create or be deemed to create a partnership or relationship of employment between the parties and neither shall be responsible for the acts or omissions of the other. The Agreement is personal to the Client who may not assign or sub-contract without the Contractor's prior consent. Nothing shall prevent the Contractor from freely assigning, sub-contracting or otherwise transferring this Agreement to any third party or person.
- 44 A person who is not a party to this Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions. Any right or remedy which exists or is available apart from that Act is not affected.