

1. Authorisation for the company to commence its services will be considered to constitute acceptance of this contract in all its terms and conditions unless otherwise specified and agreed in writing.
  - a) Any variations to the letter of quotation shall be deemed to be supplemental and the trading conditions shall prevail as though the variation had been part of the original quotation.
  - a) This agreement shall constitute the entire contract between the parties hereto and shall supersede the provisions of any previous contract, warranty, representation made or given in relation to the services specified in the contract. No employee of the company has any authority whatsoever (express or implied) in any way to waive, vary or exclude any of the trading terms or conditions and any variation must be made in writing by the managing director or the company secretary.
2. The company shall provide adequate staff and cleaning materials to ensure that the client's premises are cleaned in accordance with the cleaning specification. Any indications of staffing (manning) levels included in the contract specification are for guidance only. The company reserves the right to amend staff deployment levels and times at any time, without notice. If a shift is missed through no fault of the client, the company agrees to credit an amount equal to the direct labour cost of that shift, on the condition that the company is notified in writing within two working days of the missed shift.
3. The client shall provide adequate and secure storage facilities for the safe keeping of the company's materials and machinery whilst kept on their premises.
  - a) The company reserves the right to refuse to carry out services hereunder in any places where the company reasonably considers that its employees may be exposed to undue risk of danger, or such areas that do not comply with Health and Safety at work legislation.
4. The contract prices are based on current wage levels and other costs at the time of drawing up the contract. Should these increase for reasons beyond the control of the company, the company reserves the right to increase its charges to reflect such change. In the event of legislation being introduced which stipulates a minimum wage rate in excess of the current wage rates, the company reserves the right to increase its charges to reflect such change.
5. The client agrees to pay value added tax at the appropriate rate laid down by the government at the time of invoice.
6. The company will consider the continuance of its daily services without complaint to imply the client's satisfaction with the execution of the contract. Any such complaints should be in writing to the company secretary within two working days of the occurrence. Upon receipt of such notice the company will take all necessary action, without cost to the client, to investigate and rectify the complaint.
7. The parties agree that the company limits its liability as follows:
  - a) The company shall have no liability to the customer for any loss, damage, costs, expenses or other claims for compensation arising from any fault of the client.
  - b) The entire liability of the company under or in connection with the contract shall not exceed the amount of the company's charges for the provision of the service on the day on which any incident giving rise to any potential liability occurred except as expressly provided in these Conditions. Any claim against the company in respect of any potential liability must be made within 28 days of the date that the claim arose.
8. The customer shall insure or otherwise provide against any liability or responsibility not accepted by the company.
9. A failure by the company to perform its obligations under this contract by reason of fire, explosion, accident, mechanical breakdown, interruption in the supply of power or materials, epidemic, industrial dispute or any other cause outside the company's control will not constitute a breach of this contract.

## TERMS & CONDITIONS (Continued)

10. In the event of a client relocation, or closure of the contract premises, the terms and conditions will remain valid through to the anniversary date of the contract.
11. This contract shall take effect on the contract commencement date and shall continue in all its terms and conditions from year to year, until terminated at the anniversary date by either party by giving at least three months' notice prior to its anniversary. The client should address such notice in writing to the company secretary. Termination of the contract is subject to your account being paid up to date as at the date when notice is given. In the event of the contract being terminated by the client without proper notice, the client shall be liable to pay to the company, in lieu of such notice, an amount equal to the payment that would have been due to the company had the company continued to perform its obligations under the contract throughout the required period of notice.
12. Upon the termination of this contract howsoever arising the client agrees to meet any consequent redundancy, unfair dismissal and/or other compensatory payments for which the company may be liable under the current Employment Rights Act 1996 or other relevant employment legislation.
13. Payment under this contract shall be made against the company's official invoices, which shall be due for payment within seven days from the date of invoice.
14. No claim or dispute which the client may at any time have or purport to have with or against the company shall entitle the client whether by claim setoff, counterclaim or otherwise, to defer or make any deductions from the charges due to the company hereunder.
15. In the event of the client failing to pay promptly any of the charges or comply with any of the items of this contract, the company shall be under no duty to provide any further services hereunder until the said charges are paid. No indulgence by the contractor shall operate as a waiver of this provision.
16. The company reserves the right to charge 3% per month surcharge on all charges unpaid seven days after the date of the invoice.
16. By way of restraint, the client agrees not to solicit, either on their own account or on behalf of or as a representative of any other person, firm or company, the whole or part time services of any employee of the company in any capacity, within one year after the expiry of this contract. In the event of this clause being contravened the client agrees to pay the company as compensation an amount equal to the annualised charge for each employee concerned.
17. In the event of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (T.U.P.E) Legislation being found to be applicable to this contract the client agrees to indemnify the company against any costs or liabilities incurred including, but not restricted to, any increase in wage rates payable and any claims for unfair dismissal.