

**Trading Terms & Conditions
Accelerate Cleaning Solutions LTD**

Client Name	XXXXXXXXXX
Contract Period	24 Months from commencement date
Commencement date	XXXXXXXXXX
Annual Contract Value	£ XXXXXXXX

I. Interpretation

In this Agreement:

“Agreement”	means the order or contract of which these Terms and Conditions form part;
“Charges”	means the charges levied by the Company for the Services in accordance with any quotation, Specification Sheet, Output Material or Input Material given by the Company to the Customer;
“Commencement Date”	means the date upon which the provision of Services by the Company at the Premises commences;
“Company”	means Accelerate Cleaning Solutions Ltd Corn Exchange Business Centre, Market Place, Hadleigh, Suffolk, IP7 5DN (Registration No 04344083)
“Consultation Regulations”	means The Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1995;
“Customer”	means the Customer at whose premises the Services are to be provided and performed;
“Employees”	means the Employees of the Customer employed at the Premises who will transfer to the Company under the TUPE Regulations;
“Input Material”	means any documents in writing, including any floor or office plans, corporate literature, map, record, data or other information provided by the Customer relating to the Services;
“Output Material”	means any documents in writing, including any floor or office plans, corporate literature, map, record, data or other information provided by the Company relating to the Services;
“Premises”	means the premises of the Customer or as specified by the Customer at which the Services are to be provided by the Company;

- “Services”** means the provision of cleaning services by the Company at the Premises in accordance with these Terms and Conditions;
- “Specification Sheet”** means the sheet to which these Terms are appended;
- “Terms and Conditions”** means these Terms and Conditions and includes any special terms and conditions detailed in the Specification Sheet, Output Material or Input Material agreed between the Company and the Customer; and
- “TUPE Regulations”** means the Transfer of Undertakings (Protection of Employment Regulations) 1981 (as amended).
- 1.2 The headings in this Agreement are for convenience only and shall not affect their interpretation.
- 1.3 References to any statute, enactment, order, regulation or other similar instrument shall be construed as references to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment, modification or statutory extension of any of the above.
- 1.4 Except where the context requires otherwise, the singular includes the plural and vice versa; a reference to one gender includes all genders; words denoting persons include firms and corporations and vice versa.
- 1.5 Any reference to a clause shall be a reference to such clause to this Agreement.
- 2. Supply of Services**
- 2.1 The Company shall provide the Services to the Customer subject to these Terms and Conditions.
- 2.2 No employee, sub-contractor or agent of the Company has any authority to add to or vary these Terms and Conditions or to make any representation or warranty unless such addition or variation or representation or warranty is in writing and signed by a Director or the Secretary of the Company or some other person authorised on behalf of the Company.
- 2.3 Any changes or additions to the Services or the Terms and Conditions must be agreed in writing by the Company and the Customer.
- 2.4 The Customer shall at its own expense supply the Company with all necessary documents or other materials, and all necessary data or other information relating to the Services, within sufficient time to enable the Company to provide the Services in accordance with the Agreement. The Customer shall ensure the accuracy of all Input Material.
- 2.5 The Company shall have no liability for any loss or damage or accidental loss or damage resulting in the loss of the Input Material. All Output Material shall be at the sole risk of the Customer from the time of delivery to or to the order of the Customer.
- 2.6 The Services shall be provided in accordance with the Specification Sheet and otherwise in accordance with the Company's quotation or other published literature relating to the Services from time to time, subject to these Terms and Conditions at the Premises.
- 2.7 Further details about the Services, and advice or recommendations about it or its utilisation, which are not given in the Specification Sheet, may be made available on written request to the Company.

- 2.8 The Company may correct any typographical or other errors or omissions in any promotional literature, quotation or other document relating to the provision of the Services without any liability to the Customer.
- 2.9 The Company may at any time without notifying the Customer make any changes to the Services which are necessary to comply with any applicable safety or other statutory provisions and requirements affecting the work to be carried out or the conduct of the Company's employees, sub-contractors or agents while on or in the vicinity of the Premises, or which do not materially affect the nature or quality of the Services.
- 2.10 The Specification Sheet or Output Material may contain recommendations, advice or representations to the Customer. The recommendations, advice or representations will not add or vary this Agreement, unless agreed in writing between the parties
- 2.11 Should a request be made for our proposed weekly charges to include consumable items (including but not limited to toilet rolls, refuse sacks, or the like), then the client will be advised of the quantities which have been included within the weekly charge which will be based on information given by the client. Should subsequent usage of these products exceed those quantities which have been quoted, we may make an additional charge. Where consumable items are supplied and charged for, we may review our charges for these in line with prevailing market conditions.

3. Period of Services

The provision of the services shall commence on the commencement date and shall continue for minimum period of 24 months, thereafter subject to clause 13.

4. Charges

- 4.1 Subject to any special terms agreed, the Customer shall pay the Company's Charges and any additional sums which are agreed between the Company and the Customer for the provision of the Services or which in the Company's sole discretion, are required as a result of the Customer's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Customer.
- 4.2 The Company may vary the Company's Charges from time to time by giving not less than one month's written notice to the Customer. The Company can increase the Charges to be paid by the Customer under these Terms and Conditions by an amount not exceeding the greater of an increase of 5% per annum or the percentage increase in the Retail Prices Index (as compiled by the Department of Employment) for the period since the Commencement Date or the previous increase.
- 4.3 All quotations are valid for 30 days from the date of issue.
- 4.4 All Charges and any additional charges are exclusive of any Value Added Tax for which the Customer shall be additionally liable to pay to the Company at the applicable rate from time to time.
- 4.5 Without prejudice to the provisions of 4.4, in the event of the Company suffering an increase in the costs borne by it in the provision of the Services for reasons outside the Company's control (including the introduction or implementation of any law, statute, decision, regulation or directive which has the effect of increasing the Company's costs), the Company shall be entitled to increase its Charges by an equivalent amount at any time.
- 4.6 Any statutory or company sick pay paid to the cleaning staff will be charged to the client. Should SSP or company sick pay costs be built into the weekly charge, we reserve the right to re-charge any additional SSP or company sick pay costs which have been paid out by us over and above charges built in.

- 4.7 Should there be a requirement for Disclosure & Barring Scotland (DBS) checks, then the cost of these checks will be payable by the client either as a one-off cost when required or built into the contract. Should DBS check costs be built into the weekly contract, we reserve the right to re-charge any additional DBS costs which have been paid out by us over and above the charges built in.

5. Payment

- 5.1 The Company will invoice the Customer following the end of each month in which the Services is provided, or at other times agreed with the Customer.
- 5.2 The Company's Charges and any additional sums payable shall be paid by the Customer (together with any applicable Value Added Tax and without any set off or other deduction) within 30 days of the date of the Company's invoice and payment at the end of each month
- 5.3 Time for payment shall be of the essence.
- 5.4 If payment is not made on the due date, the Company shall be entitled without limiting any other rights it may have, to charge monthly interest on the amount outstanding at the rate of 5% above National Westminster Bank Plc base rate, from the due date until the outstanding amount is paid in full (whether before or after judgment). If our contractual terms are not met then we reserve the right to terminate the contract without notice, holding the client in breach of contract and apply charges for the notice period and monthly interest at the same.
- 5.5 If payment remains unpaid after its due date, the Company reserves the right to instruct a debt collection agency to recover the outstanding amounts due. The Company also reserves the right to apply debt collection agency fees of up to 20% of the outstanding invoice amount, as well as an administration charge to instruct the debt collection agency. The administrative charges will be a recharge of the debt collection agency administration charges on top of the agency collection fees.

6. Rights in Input Material and Output Material

- 6.1 The property and any copyright or other intellectual property rights in:
- 6.1.1 any Input Material shall belong to the Customer.
- 6.1.2 any Output Material shall, unless otherwise agreed in writing between the Customer and the Company, belong to the Company.
- 6.2 Any Input Material or other information provided by the Customer which is so designated by the Customer and any Output Material shall be kept confidential by the Company, and all Output Material or other information provided by the Company which is so designated by the Company shall be kept confidential by the Customer; but the foregoing shall not apply to any documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 6.3 The Customer warrants that any Input Material and its use by the Company for the purpose of providing the Services will not infringe the copyright or other rights of any third party and the Customer shall indemnify the Company against any loss, damages, costs, expenses or other claims arising from any such infringement.

7. Company's Employees

- 7.1 The Company shall employ sufficient persons to ensure that the Services are provided at all times and in all respects to the required standard.
- 7.2 If the Customer considers that the Company's employees, sub-contractors or agents have not met the required standard or are not sufficiently qualified, competent, instructed or supervised, the Customer must inform the Company in writing within five days of the incident. The Company will then consider any written submissions and will act accordingly. Breach of this clause by the Company, will not justify termination of the Agreement by the Customer
- 7.3 Should the client request the removal of cleaning personnel from site (for whatever reason), resulting in suspension of staff whilst investigations are carried out, or dismissal, any associated costs are payable by the client. The client must indemnify us for any liability.
- 7.4 In the event of staff absence, any un-worked contract hours are to be offset in this respect onsite or by additional labour provided by you as overtime in order to prevent deterioration of standards. The client must notify any absence or shortfall in hours within 3 months of occurrence. Failure to report within the specified period will result in an invalid claim. Overtime to be worked at a time convenient to both the client and Accelerate. For the avoidance of doubt, monetary credits will not be issued.

8. TUPE Regulations

- 8.1 The Customer and the Company agree and acknowledge that the contracts of employment between the Customer and the Employees (save insofar as such relate to any pension scheme) shall transfer to the Company pursuant to the TUPE Regulations and will have effect after the Commencement Date as if originally made between the Company and the Employees.
- 8.2 At the Commencement Date, the Customer will deliver to the Company, the Employees' employment records.
- 8.3 The Customer will indemnify the Company and keep it indemnified in full against:-
- 8.3.1 any action or claim against the Company in connection with the termination of the employment of any of the Employees by the Customer up to the Commencement Date or of any other employees of the Customer whether before or after the Commencement Date and against any costs, damages, fines, judgments, expenses and liability whatsoever (including legal and other professional fees and expenses) suffered or incurred, directly or indirectly, in relation to any such action or claim; a
- 8.3.2 all actions, proceedings, costs, claims, demands, awards, fines, orders, expenses and liability whatsoever (including legal and other professional fees and expenses) arising, directly or indirectly, in connection with the employment of the Employees up to the Commencement Date by the Customer or any other person including any claim by any of the Employees arising or alleged to arise wholly or partly from any act or omission of the Customer and any claim by any person or persons arising wholly or partly from any act or omission of the Customer and any claim by any person arising wholly or partly from any act or omission of any of the Employees or persons employed by the Customer.
- 8.3.3 all salaries, wages, bonuses and other emoluments, all statutory contributions and all income tax deductible under PAYE for which the Customer is accountable, all employer's contributions to the Customer's pension and insurance scheme or schemes (if any) and all other employment costs and holiday

pay (including any accrued holiday pay) in respect of any person or persons now or formerly employed (or deemed to be employed) by the Customer.

- 8.3.4 In the event of all or any of the staff being or becoming, whether during or upon termination of this contract, redundant and being dismissed by us by reason thereof, and regardless of whether that dismissal is subsequently found to be fair or not, then the client will fully indemnify us in respect of any redundancy, compensation, notice pay, or pay in lieu thereof, awards of any court or tribunal which we pay or are obliged to pay the employee or staff or any trade union together with any other payments made (including, but not limited to legal costs) and/or administrative costs or expenses incurred by us by reason thereof
- 8.4 The Customer will indemnify the Company in full against any action or claim by any person or by any representative as defined in the Consultation Regulations by virtue of:-
- 8.4.1 Regulations 10 and 11 of the TUPE Regulations arising out of the failure of the Customer to inform and consult with a representative with regard to affected employees as defined in the TUPE Regulations; or
- 8.4.2 any termination of the employment of any employee (or on any resignation of any employee) prior to the Commencement Date.
- 8.5 The Company's Charges are calculated on a commercial basis, and as such have not taken into account the existing terms and conditions of employment currently enjoyed by the existing cleaning staff of the Customer or any other implications under the TUPE Regulations. The Company therefore reserves the right to negotiate further and adjust their Charges accordingly once any implications under the TUPE Regulations have been taken into account.

9. Covenants of the Customer

- 9.1 The Customer will:
- 9.1.1 permit the Company and its employees, sub-contractors and agents to have free and unlimited access to the Premises at all reasonable times for the purpose of enabling the Company to exercise its rights and carry out the Services and its obligations under this Agreement;
- 9.1.2 give reasonable prior notice to the Company of any intended building works at the Premises which may affect the Services;
- 9.1.3 provide the Company with reasonable secure storage facilities (to which other contractors or third parties engaged by the Customer shall not have any access) in respect of the cleaning materials, utensils, tools and equipment to be used by the Company in the provision of the Services and take reasonable care of the same and not damage or interfere with or remove or permit any damage to or interference with or removal of the same; and will reimburse the Company for any loss, damages, costs, expenses arising or sustained as a result of a breach of this clause; and
- 9.1.4 provide the Company, without limitation, with all consents, permissions, and information as the Company may reasonably require in relation to the provision of the Services.
- 9.1.5 Under health and safety legislation we require that you provide for use a lockable storage area, adequate to house our equipment, and shelving for our products, which does not place any staff or others at risk in anyway.

- 9.2 Without prejudice to the responsibilities and liabilities of the Customer as occupier of the Premises, the Customer will at all times provide a safe working environment at the Premises for the Company, its employees, sub-contractors and agents without risk of injury or damage to health.
- 9.3 The Customer will ensure that all systems of work conducted at the Premises are conducted with due care and that the Premises and all facilities therein and systems of work conducted therein comply with all statutory requirements and any and all by-laws, regulations, directions, conditions and codes of practice imposed by any governmental or regulatory authority.
- 9.4 Goods on hire, provided by us or our suppliers to meet the client's order and then installed in the client's premises, become the responsibility of the client which must take good care of such. Compensation for any loss or damage or abuse must be made by the client

10. Exclusion Clauses

- 10.1 Nothing in this Agreement shall exclude or restrict the Company's liability for death or personal injury resulting from the negligence of the Company or its employees or sub-contractors or agents which arise out of or in connection with the provision of the Services or shall exclude or restrict the Company's liability for fraudulent misrepresentation or other fraud.
- 10.2 Subject to clause 10.1, the following provisions set out the Company's entire liability (including any liability for the acts and omissions of its employees, sub-contractors and agents) to the Customer in respect of any breach of the Company's contractual obligations arising under this Agreement and any representations, statement or tortuous act or omission including negligence arising under or in connection with this Agreement.
- 10.3 Subject to clause 10.1, the Company shall not be liable to the Customer for loss of profits or of goodwill or for any business interruption or other economic or financial losses or for any type of special, indirect or consequential loss (including loss or damage, costs or expenses suffered by the Customer as a result of an action brought or claim made by a third party) even if such loss was reasonably foreseeable or the Company had been advised of the possibility of the Customer incurring the same.
- 10.4 Subject to clause 10.1, the Company's entire liability in respect of any one claim or series of claims arising out of one cause shall not exceed the amount of the Company's Charges for the provision of the Services, except as expressly provided in these Terms and Conditions.

11. Company's Obligations

- 11.1 The Company warrants to the Customer that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification Sheet. Where the Company supplies in connection with the provision of the Services any goods (including Output Material) supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise.
- 11.2 The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any fault of the Customer.

12. Force Majeure

The Company shall not be liable to the Customer or deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control, including

(without limitation) any strike, lockout or other labour dispute, adverse weather conditions, travel delays and mechanical breakdowns, failure of power supplies, war, act of hostile forces, civil disturbance or extensive disruption of public services and any state of the Premises or presence of any substances thereat rendering them dangerous in the Company's opinion to any employee or sub-contractor or agent of the Company; and the duty of the Company to provide the Services shall be suspended and shall only recommence when the circumstances giving rise to such suspension shall have ceased. If such circumstances shall continue for more than thirty days then either party shall be entitled to terminate this Agreement forthwith by notice in writing to the other and neither party shall have any liability to the other in respect of the termination of this Agreement as a result of such circumstances.

13. Termination

- 13.1 This contract is fixed for the period of 24 months from the commencement date. Only after the fixed term, either party may terminate the contract by providing written notice of 90 days at any time when the service levels are deemed unsatisfactory and reasonable deadlines for improvement are not met.
- 13.2 Without prejudice to any other rights and remedies which the Company may possess, the Company shall be entitled by notice to the Customer to terminate this agreement immediately and all the Company's outstanding obligations hereunder if
- 13.2.1 the Customer is in arrears with any payment due hereunder for a period of 30 days or more;
- 13.2.2 the Customer provides materially inaccurate or misleading facts or information in connection with the Agreement or;
- 13.2.3 a Bankruptcy or Insolvency Petition is presented in respect of the Customer or the Customer becomes Bankrupt or Insolvent or the Customer makes or intends to make a proposal for any arrangement or composition with the Customer's creditors or;
- 13.2.4 a Petition for an Administration Order or Winding Up Order is presented in respect of the Customer or the Customer goes into liquidation whether compulsory or voluntary or;
- 13.2.5 any execution or distress or seizure is levied on or sued out against any of the real or personal property of the Customer or;
- 13.2.6 the Customer shall have a Receiver or Administrative Receiver or Manager appointed in respect of the whole or any part of the Customer's undertaking or property or;
- 13.2.7 the Customer is unable to pay the Customer's debts.

14. Liability of Customer on Termination

Upon termination of this Agreement under clause 13.2 the Customer shall pay to the Company, on demand, all arrears of payments, interest and other sums payable under this Agreement up to the date of termination and all costs, including employment related costs and expenses (including legal costs) on a full indemnity basis incurred or sustained by the Company in enforcing any of the terms of this Agreement.

15. Rights of Company on Termination

Upon termination of this Agreement under clause 13 the Company shall have no further obligation to provide all or any of the Services and shall be entitled to cease to provide the Services hereunder without further notice to the Customer and shall not be under any liability whatsoever to the Customer in consequence of the Company ceasing to provide all or any of the Services. Termination of this Agreement shall not affect any rights which have accrued prior to termination.

16. Assignment and Sub-Contracting

The Company may perform its obligations hereunder through agents or sub-contractors. This Agreement may be assigned by the Company but shall not be assigned by the Customer without the Company's prior written consent. References herein to the Company include references to any assignee of the Company's rights or obligations under this Agreement.

17. Entire Agreement

Both parties shall agree that This Agreement (together with the terms, and the input and output Specification Sheet set out in the attached appendix) constitute the entire agreement between the parties as to the matters to which it relates and supersedes all and any previous agreement or understanding between the parties and may only be varied by written agreement of the parties. All prior representations and statements made before this Agreement was entered into and not expressly repeated in it are withdrawn and of no effect. All other terms, express or implied by the statute or otherwise, are excluded to the fullest extent permitted by law.

18. Severability

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

19. Notices

Any notice to be given hereunder by either party to the other may be served in writing personally upon the other or by sending the same by pre-paid recorded and signed for post addressed to the other party in the case of the Company at its registered office or principal place of business and in the case of the Customer at the Premises or at the Customer's last known address. Any notices sent by post shall be deemed to be served on the date after the proof of postage, and signature of recipient.

20. Failure and Jurisdiction

No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either party or any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

21. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English Law and both the Company and the Customer shall submit to the non-exclusive jurisdiction of the English courts.

21.1 Without prejudice to the above this contract (and its contents) is deemed to have been accepted and fully binding following receipt of our client's first payment.

The above Conditions of Contract will be applicable and deemed bound upon acceptance of service and payment of the first invoice. Throughout the period of the contract these terms cannot be superseded by our client's own purchasing conditions unless written agreement has been reached expressly by both parties prior to contract commencement in a document signed by representatives of both parties.

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