

# **Commercial Cleaning Services – Terms and Conditions**

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## **1. INTERPRETATION**

1.1 In these Conditions:

“**the Company**” means Clean Slate Cleaning Services Ltd.

“**the Customer**” means the person or company who purchase the Services or Goods.

“**the Service**” means any service Clean Slate Cleaning Services Ltd. supplies to the Customer under the Contract.

“**the Quotation**” means the Company’s written quotation for the services or goods supply.

“**the Agreement**” means the contract for the provision of Service made between the Company and the Customer, including these Conditions.

“**the Goods**” means any items, units, equipment or other goods which Clean Slate Cleaning Services Ltd. supplies to the Customer under, or relating to an Agreement.

## **2. GENERAL**

2.1 These Conditions apply to all contracts and Service Agreements for the supply of services or goods entered into by the Company. Neither the Customer nor the Company shall be bound by any variation or waiver of the Contract or Service Agreement, except as agreed by both parties in writing.

## **3. QUOTATION VALIDITY PERIOD**

3.1 Any quote is valid for one month. This period commences from the date of the quotation. Quotations accepted after this period may require re-quoting.

## **4. AGREEMENT START DATE AND ACCEPTANCE OF TERMS AND CONDITIONS**

4.1 Each separate agreement for cleaning or supplies runs from the date that you:

- (i) signed it;
- (ii) sent it via e-mail

If none of these apply to you, the agreement starts when you start taking the service or supply.

4.2 The Customer’s request or order for services and/or goods *may* only be accepted by the Company when all credits checks have been completed satisfactorily in accordance with condition 4.3.

4.3 The Company’s acceptance and formation of the Agreement *may* be conditional upon satisfactory credit checks on the Customer, its directors, partners or principals as the Company considers necessary. If such credit checks are not to the Company’s satisfaction, The Company reserves the right to request advance payment prior to installation or services. If

payment is not received the installation or services will not proceed and the Agreement will be cancelled/ rejected (without liability).

## **5. AGREEMENT TERM**

5.1 Unless otherwise stated in the Agreement, Services will be provided for a Term of 12 months, *(For early Termination see section 7)*.

**5.2 The Agreement will auto renew at the end of the Term unless two months' notice is provided to the Company in writing prior to the anniversary date or at the end of any subsequent Term.** In the event the Customer fails to provide notice in accordance within this condition, condition 7.2 shall apply.

## **6. ACCOUNTS**

6.1 Unless otherwise stated in the Agreement, all invoices will be raised on the first day of service. Payment is due by the end of the invoiced month. If the agreement is for a variable quantity of goods / services the amount invoiced will be calculated using basic required Services. Additional cost of services or products will be added to the following months invoice.

6.2 If the Customer fails to make payment by the due date, the Company reserves the right (without prejudice to its other right and remedies) to charge interest on all sums remaining unpaid after the due date, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 at the rate of 8% over the current Bank of England base rate together with an automatic late payment charge of £75. The Company reserves the right to decrease the payment term from end of month to 7 days if invoices are not paid by the due date, or if the Company has reason to believe that the Client does not intend to pay either in full or in part. If Court action is required then a £150 Court processing fee will apply alongside any expenses and Court Fees.

6.3 (without being in breach to the Customer) The Company reserves the right to suspend services if invoices are not paid by the due date, or if the Company has reason to believe that the Client does not intend to pay. Services will be restored immediately after receiving the outstanding balance in full. During suspension, charges will continue to be applied as usual. If the agreement is for a variable quantity of goods / services the amount payable will be calculated based on an average of the previous 6 months invoices.

## **7. TERMINATION**

7.1 Either party, *(the Customer or the Company)*, may cancel the Agreement at any time, giving at least one calendar months' notice. In the event that the Customer wishes to terminate the Agreement sooner than one calendar month the Customer shall pay to the Company:

7.1.1 All amounts due that would have been payable for the same period, *(one calendar month)*. If the agreement is for a variable quantity of goods / services, the amount payable will be calculated

based on an average of the previous 6 months' invoices. Payments must be made in full within 7 days of the final invoice being raised.

7.2 Upon termination of this Agreement howsoever arising:

7.2.1 All Goods remain the property of Clean Slate Cleaning Services Ltd. unless bought outright by the Company and will be collected at the end of the Agreement

## **8. SERVICE**

8.1 The Company shall carry out with reasonable skill and care the Services for the Customer as described in the Agreement and in the accompanying specification if supplied

8.2 In respect of Cleaning Agreements;

8.2.1 The Company reserve the right to charge for the additional service provided on bank holidays;

8.2.2 One off customer requests for additional duties *may* be subject to an extra charge to cover the additional cleaner(s) and management time. Cost: 1st hour £25.00 2nd and subsequent hours £15.00;

## **9. CUSTOMER REPRESENTATIONS AND WARRANTIES**

9.1. The Customer represents and warrants that:

- a. it will provide a safe working environment at the Premises for the Company to perform the Service;
- b. the Company will have unencumbered and unobstructed access to those areas of the Premises requiring the Service;
- c. it will provide the Company with access to all services and utilities (including hot and cold water, electricity, and rubbish bins) as required by the Company to provide the Service;
- d. it will advise the Company prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers, ingrained dirt, grease or grime at the Premises;
- e. it is authorised to use the Premises and obtain the provision of Service;

9.2. If the Customer requires the Company to clean behind or under any heavy items (e.g. a fridge, bookshelf, desk or other furniture), they will move those items prior to the commencement of the Service; and they will secure or remove any fragile, delicate, breakable or valuable items, including cash, jewellery, works of art, antiques, or items of sentimental value prior to the commencement of the Service.

9.3. If appropriate fridges and freezers must be thoroughly defrosted before cleaning can start. Cupboards, shelving and other spaces scheduled to be cleaned must be emptied before cleaning can start. They will not be covered by these terms if this is not the case. Fridges and freezers which are not defrosted or cupboards which have not been emptied may be left uncleaned.

9.4. The Company will do their best to make sure your electrical appliances are cleaned to a high standard. However, if they have not been cleaned since they were purchased the Company will not be held liable for ingrained dirt that cannot be shifted using standard professional chemicals.

9.5. The Company is not permitted to hand wash any items such as clothing and uniforms belonging to the Customer. The Company advises that a washing machine is to be made available for such tasks.

9.6. The Company is entitled to undertake a job safety analysis before the commencement of any work to assess the health and safety risk at the Premises.

9.7. The Company may, either before or during the provision of the Service not use or cease using any materials or cleaning equipment provided by the Customer if the Company thinks, in their absolute discretion, that the use of such materials or cleaning equipment poses a risk to health and safety.

9.8. The Company may, either before or during the provision of the Service not provide or cease the provision of the Service where carrying out the Service presents, in the absolute discretion of the Cleaner, a risk to health and safety.

## **10. LIABILITIES & QUALITY CONTROL**

10.1 Clean Slate Cleaning Services Ltd. has a £1,000,000 public liability insurance and £10,000,000 Employers liability insurance

10.2 The Company's liabilities for all other loss or damage suffered by the Customer in any 12 month period and caused by an act or omission of the Company, its employees or sub-contractors shall not exceed the sum actually paid by the Customer to Clean Slate Cleaning Services Ltd. during that 12 months.

10.3 The Company shall not be liable in any way for any loss of profits, nor shall it be liable for any indirect, consequential or special loss or damage howsoever caused and arising from the Customer's use or possession of the Goods or benefit from the services provided by the Company.

10.4 Neither party shall be liable for any delay or failure to comply with its obligation under the Agreement where such failure or delay is occasioned by any event beyond its reasonable control, including but not limited to acts of God, tropical storms, flood, fire, riot, war, inclement weather, strikes, industrial action or any other reason.

10.5 Nothing in these Terms shall exclude or limit Clean Slate Cleaning Services Ltd.'s liability for death or personal injury caused by the Company's negligence or its liability for fraudulent misrepresentation.

### **10.6**

## **11. EXCLUSIONS AND LIMITATIONS**

11.1. The Company is not responsible for:

- a. not completing or providing the Service as a result of breach of Agreement;
- b. not completing or providing the Service as a result of the Cleaner not proceeding for health and safety reasons;
- c. any loss or damage incurred by the Customer or any third party as a result of the late arrival of the Cleaner at the Premises. The Company endeavours to arrive at the specified Service Time but sometimes due to transport related and other problems which are beyond the Company's control, the Cleaner may arrive with a delay or the Service Time may be re-scheduled;
- d. any loss or damage incurred by the Customer or any third party as a result of the effects of a force majeure, being any event beyond the reasonable control of the Company;
- e. not completing or providing the Service due to an act or omission of the Customer or any other person at the Premises during provision of the Service;
- f. existing dirt, wear, damage or stains that cannot be completely cleaned or removed using normal cleaning methods;
- g. any wear or discolouring of fabric or surfaces becoming more visible once dirt has been removed;
- h. all fragile and highly breakable items, cash, jewellery, items of sentimental value, art and antiques.
- i. the cost of any key replacement or locksmith fees, unless keys were lost by the Company or the Cleaner.
- j. old stains that cannot be removed using normal cleaning methods.
- k. accidental damage due to faulty equipment.
- l. any accidental damage caused by a Cleaner working for the Company, if there is an outstanding amount owed to the Company (excluding payment due for the cleaning visit when the accident happened).
- m. triggering any alarm systems. Customers should provide special instructions for deactivation/activation of any alarm systems.
- n. any damages worth £50.00 or less.

## **12. PRICE**

12.1 The price for the Service/Goods shall be the price set out in the Agreement.

12.2 The Company reserves the right, to amend the Agreement price of the Goods and/or Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions by giving at least one month's written notice. If a price increase occurs, the Customer has the right to terminate the Agreement without fee.

### 12.2.1 In respect of Cleaning/Periodicals Agreement

(i) By giving written notice to the Customer prices are adjusted on annual basis one month prior to the anniversary of the Agreement

## 13. EMPLOYMENT

13.1 In the event of an agreement terminating, Customers are prohibited from employing Clean Slate Cleaning Services Ltd.'s staff directly for a period of 2 years without paying 25% of their average annual salary.

13.2 Customers are not permitted to employ Clean Slate Cleaning Services Ltd's employees for work outside of the agreement without paying 25% of their average annual salary.

## 14. PRIVACY POLICY

14.1. The Customer acknowledges that any information provided by the Customer may be used by the Company for the purpose of providing the Service. The Company agrees not to share any information provided by the Customer with any third party not directly involved in the provision of the Service (unless required to do so by law).

## 15. JURISDICTION

15.1 This Agreement and these Terms shall be construed in accordance with English Law, and shall be subject to the exclusive jurisdiction of the courts of England.

## 16. CHANGES TO TERMS AND CONDITIONS

16.1. The Company reserve the right to update or modify these terms and conditions at any time without prior notice, and may do so by publishing updated terms and conditions on its Website. Each updated terms and conditions will take effect 24 hours after it has been published on the Website.

If you have any queries about these terms and conditions, or if you have any comments or complaints on or about our Website, you can contact us at [office@cleanslate-ltd.co.uk](mailto:office@cleanslate-ltd.co.uk)