

Terms and conditions of sale

1. TERMS AND CONDITIONS

Of the cleaning or other services provided By Blue Art Ltd – T/a Clean Service And The Customer. In these Terms and Conditions: -

1.1. The Company” shall mean Blue Art Ltd T/a Clean Service

1.2. The Quotation” shall mean the Company’s Quotation for the cleaning or other services to be provided by the Company for the Customer

1.3. The Customer” shall mean the company. Partnership, limited liability partnership, personal other body to whom the Quotation is addressed

1.4. The Work” shall mean the Work, which is described in the Quotation

1.5. Charges” shall mean the Charges set out in the Quotation or any variation to those Charges whether agreed with the Customer or varied by notice served under Clause 7

2. This contract will be binding from the date it is signed by the customer or from the date works commence to the customer where these terms have been provided in writing to the customer at point of quotation. However, the commencement of the contract will be from the start date of the “Work” which will be no later than 30days from the date of this contract unless agreed in writing by the company. In the event of a delay in the start date that has not been agreed by the company in writing the full effect of this agreement will start 30days from the date of being signed by the customer and all charges will come into effect from that date. In the event of this agreement being signed and the work failing to start this contract will be deemed to be in full effect from 30days of the signing of this agreement by the customer.

3. The Company will carry out the Work and the Customer will pay for the Work on these Terms and Conditions for a minimum period of 24 months. Unless notice having been served in line with the terms of this contract, then the fixed 24-month term will have been deemed to have been renewed for a further term. Each fixed 24-month term would continue in the same manner.

4. The Company shall carry out the Work to the reasonable satisfaction of the Customer and shall provide the necessary directly employed or sub-contracted staff and equipment for that period for those purposes (unless agreed otherwise in writing) but shall not be responsible for the removal of oil paint varnish or other similar substances unless agreed in advance in writing. All complaints and or issues will be recorded via the Rupert online customer portal, to facilitate clear audit trails and reasonable time will be allowed for the company to rectify issues or complaints. The Customer shall provide free of charge all power, light, hot water and other facilities which may be required by The Company to carry out the Work. Charges for special equipment required will be included in the quotation but will be supplied under a separate three-year lease. Charges for Cleaning chemicals and consumable equipment such as mops buckets etc will also be included in the quotation (unless specified otherwise by the company in writing). Consumable supplies such as Toilet rolls, hand towels, washroom soap or plastic bags are not included within the contract and if supplied by the company would be at extra cost and would be itemised on the invoices. The work will be carried out where possible during the times of day as detailed in the quotation, in addition to this contract a service level agreement detailing the site specification may be agreed. However the hours to be cleaned are not a part of this contract as this is a service level contract, whilst our policy is to invest missed hours as required to maintain service standards of the contract in line with the service level agreement the company is not obliged to do so, nor does this policy infringe upon the clear understanding that the standards are the basis for this contract not any hours detailed in the quotation which are purely indicative.

5. The Customer shall provide adequate storage for the Company’s equipment and materials and shall not use or remove them, nor permit their use or removal from the place where it is agreed that the same are to be stored when not in use. The Company shall not be held responsible for any injury or damage resulting from persons other than the direct employees or sub-contracted employees of the Company using the Company’s equipment or materials. The equipment and materials of the Company whilst in store shall be at the risk of the Customer, although they remain the property of the company.

6. The Company shall invoice the Customer at monthly intervals (or at such other intervals as the Company shall notify the Customer) and the Customer shall pay the amount of such invoice within 30

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days of the date of the invoice (save that on termination of the Contract the Customer shall pay the final invoice along with any other outstanding monies in full forthwith

within 7-days). In the event of the Customer failing to make payment the Company reserves the right to charge interest on the outstanding amount from the thirtieth day after the date of the invoice on the outstanding amount at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998

7. Queries and Disputes

7.1. Any queries or disputes relating to an invoice must be submitted in writing to the Company within 14 days of the date of the invoice. After the expiry of 14 days the invoice will be deemed to have been accepted without query or dispute.

7.2. Where any query or dispute is raised within 14 days of the date of invoice the Customer shall remain liable to pay by the due date any undisputed part of the invoice within 30 days of the date of the invoice.

8. The Company reserves the rights to –

8.1. The Company reserves the right to vary its Charges to the Customer at any time, Increases after the first 11 months of the first term of this Agreement will be to take account of changes in labour, materials or other costs and will be proceeded by serving one month's notice in writing of its intention to do so, and from the date of expiry of that Notice the Quotation will be deemed to have been amended by agreement. Such increases would be the result in increased costs and normally would be expected to be of a reasonable level accounting for annual inflation any additional increases imposed by legislation or other costs incurred to the company directly affecting the service delivery of the contract.

8.2. Not with standing clause 8. The company reserves the right to increase its charges at any time within the contract term or thereafter, without notice in the event of imposed mandatory increases. I.e., should the minimum wage be increased, this increase will be passed on to the customer from the date that such increases are put into effect by law. Such increases will also apply to any pension costs that may be made mandatory i.e., if pension costs are imposed upon the company by legislation the company will pass on any such increases to the customer from the date that such increases become effective.

9. If the Customer shall be in breach of any of the terms of these Terms and Conditions or if the customer should enter into administration or liquidation

9.1. The Company shall be entitled, without prejudice to any other rights it has under these Terms and Conditions, either to serve notice in writing to the Customer suspending any future performance of the Work and/or notwithstanding an existing suspension of Work, to terminate the performance of the Work by reason of such breach.

9.2. In the event of suspension or termination under Clause 9 above no compensation shall be payable by the Company to the Customer for loss of business or any other loss or damage incurred by the Customer and any such suspension or termination shall not affect any liability of the Customer which shall have accrued prior to such suspension or termination.

10. In the event of suspension of the Work the Customer shall be liable for full Charges at the rate applicable at the time of suspension for the whole period of suspension.

11. In the event of termination of the Work the Company shall be entitled to:

11.1. damages in a liquidated sum equivalent to 100% of the Charges at the rate currently due at the date of termination for the balance of the 24-month period during which the termination occurred; Further in the event of the remaining term being less than the required 3 month notice period, then such damages would be applied to the further term now falling into the contracted period.

11.2. to enter upon the Customer's premises to remove its equipment and materials In the event of any extensions, modification or alterations taking place to the premises of the Customer to be cleaned or otherwise serviced, or the frequency or volume of cleaning required after submission of the Quotation or the date of the commencement of this contract the Company shall be entitled to review and increase or reduce the Charges pro rata with the increase or decrease in the space/volume to be cleaned or otherwise serviced or the time necessary to complete the Work from the date that such changes were made. The customer is also obligated to notify in writing any such changes to the company one month prior to any contract variation.

12. Force majeure

12.1. The Company shall not be liable for failure to carry out the work if prevented from so doing as a result, of circumstances beyond its control including (but without prejudice to the generality of the foregoing) any dispute, strike, industrial action, lockout of any statutory provision. The Company shall

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not be liable to the Customer in respect of any default by the Company for loss of actual or estimated profits or savings, loss of contract, loss of business, economic loss, loss of goodwill, punitive, indirect, incidental or consequential damages, loss of income, loss of business opportunities or loss of or damage to or corruption of data or any type of punitive, special or indirect consequential loss or damages due by the Customer to any third party under any penalty clauses, wasted expenditure or cost of litigation even if in any case such loss was reasonably foreseeable or the Customer had advised the Company that it might incur any of the foregoing losses or costs.

13. The Customer shall keep confidential and shall not disclose to any third party any information which it has acquired from the Company as a result of discussions, negotiations or other communications in connection with the Work and under no circumstance shall the Customer use any such information for its commercial benefit or the commercial benefit of its subsidiaries and affiliates, directors, partners or senior managers.

14. The Customer shall not during the continuance of this agreement or within the period of six months after its termination directly employ or use the services of any employee or sub-contractor of the Company to carry out the work or any similar work without the written agreement of the Company; Notwithstanding of any legal obligation that should apply under TUPE.

15. These Terms and Conditions shall apply to all contracts for the Work where the Quotation was made subject to these Terms and Conditions or where the Company has provided a copy to the Customer and continued to carry out the Work for a period of one calendar month after the copy was sent to the Customer.

16. If any dispute or difference shall arise between the Company and the Customer then, before either party may issue proceedings in Court, the difference or dispute must have been referred for Mediation to an Accredited Mediator either agreed in advance by the parties or in default of agreement nominated by the Regional Manager of 218 Strand, 3rd Floor, 64 Bridge Street, Manchester M3 3BN.

17. Failure by the Company to exercise or enforce any right pursuant to these Terms and Conditions shall not be deemed as a waiver of any such right or bar the subsequent enforcement of such right.

18. Any notice to be given pursuant to these Terms and Conditions by either party shall be addressed to the other party and delivered to the registered office of the other party if it is a company or limited liability partnership or in any other case the usual address of the business of the Customer in writing by recorded means.

19. If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be Severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or Unenforceable provision deleted.

20. These Terms and Conditions may not be amended unless such amendment is confirmed in writing by the Company in a letter or document signed by a Director of the Company.

21. If at any time for any reason the Customer requires the Company to remove any of its employees or sub-contractors from the site, whether this be at point of termination or not, the Customer shall indemnify the Company against all claims, compensation and legal costs arising from the Company complying with that requirement. If the customer wishes to terminate the services of the company, three months' notice must be provided, and such notice must have been received by the company at its registered office, and the said customer must be able to evidence receipt by the company should it be called upon to do so. The three months' notice would include 13 weeks of 5 working days, any bank holidays would need to be added should they fall within the period of notice. Such notice can only reach its conclusion upon completion of the fixed term, which falls under the contracted term to which the customer is contracted to with the company. Notice may not be served prior to 6-months from the end date of the current term. I.e., should such served notice mean that services would be supplied into a second or further term, such notice would require that the

liquidated losses be met in full for the balance of the contracted term in line with clause 10.3.1 22. In the event that the customer continues to trade but changes premises, the liabilities of this contract remain in place for the duration of the contract term, unless agreed in writing by the company to the contrary.

23. If the work should cease for reasons outside the control of the company, the operatives employed to do the work would transfer to the employ of the customer or to the customer in administration with full TUPE rights with immediate effect.