

S4S Special Projects Ltd – Terms & Conditions

These Terms and Conditions apply to all Services provided by us, S4S Special Projects Ltd, a company registered in England and Wales under number 14983205, whose registered office address is Corby Enterprise Centre London Road, Priors Hall, Corby, Northamptonshire, England, NN17 5EU, hereinafter called "the Company" to you, the Client.

1. Definitions and Interpretation

- 1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
"Acceptance" means the acceptance of our Quotation and/or the placement of an order and includes the acceptance of these Terms and Conditions.
"Client" means you, the individual, firm or corporate body purchasing the Services. Where an individual is accepting this Contract on behalf of a business, the individual confirms they have the authority to enter into this Contract on behalf of that business and the business will be the Client in the context of this Contract.
"Contract" means the contract formed upon Acceptance by the Client as detailed above for our provision of the Services.
"Premises" means any premises at which our Services are to be provided.
"Quotation" means our written or verbal price given to you for the Services to be provided.
"Services" means the cleaning services (and any other services as may be detailed in our Quotation) to be provided by us to you.
"One-off" means the delivery of Services for a set agreed time.
- 1.2. Unless the context otherwise requires, each reference in these Terms and Conditions to:
"we", "us", "our" is a reference to the Company and includes our employees and agents.
"you" and "your" is a reference to the Client;
"writing" and "written" includes emails and text messages but not faxes;
a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
"these Terms and Conditions" is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;
a clause is a reference to a clause of these Terms and Conditions.
a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.3. The headings used in these Terms and Conditions are for convenience only and will have no effect upon their interpretation.
- 1.4. No terms or conditions stipulated or referred to by the Client in any form whatsoever will in any respect vary or add to these Terms and Conditions unless otherwise agreed by us in writing.
- 1.5. Words imparting the singular number will include the plural and vice versa.

2. Contract Period

- 2.1. Our Quotation will be in writing and will include the price payable for the Services and for the estimated materials required to render the services, where applicable. We may, if we deem it necessary, arrange to visit the Premises before providing our Quotation, to undertake a survey and obtain any required information. We reserve the right to charge for any such surveys.
- 2.2. Our Quotation is open for Acceptance (either verbally or in writing) within 30 days from the date of Quotation.
- 2.3. Your acceptance of our Quotation includes acceptance of these Terms and Conditions and will form a legally binding contract between you and us.
- 2.4. Our prices are based on the information provided to us at the time of preparing our Quotation. Should any errors or discrepancies become evident which affect the Services to be provided, we reserve the right to adjust our price accordingly.
- 2.5. Our price is based on the site being ready for our team to start and complete without interruption or delay.

3. The Services

- 3.1. With the exclusion of consumable items, all products used in the rendering of the Services shall be provided by us and shall be selected based upon the Services required.
- 3.2. We are not permitted to use any bleaching product; and any use of bleaching products used on the Premises is done at your own risk.
- 3.3. The cost of such products shall form a standard part of our Quotation or further Quotation should it be found necessary to provide further or additional products.
- 3.4. You are not permitted to use our property, unless otherwise agreed in writing. Any products provided by you for use by us shall be your sole responsibility and we shall accept no liability for any damage, results or consequences of using such products.
- 3.5. You agree to provide us with full and free access to hot and cold running water, free use of electricity and any other amenities that could reasonably be expected in order to carry out the Services.
- 3.6. Under no circumstances will we move heavy furniture or other items in order to provide the Services.
- 3.7. We reserve the right to refuse to use such products provided by you where, in our opinion, it would be wrong or dangerous to do so.
- 3.8. We will not enter an environment that may be considered to be dangerous, we will not move heavy objects nor will we conduct any Services at height unless otherwise agreed.
- 3.9. Where work at height is agreed, the Client and/or the Company shall ensure that safe and suitable access equipment, edge protection and working conditions are available as required for the Services. Any specialist access equipment including scaffolding, towers, MEWPs, IPAF operated machinery or hired equipment supplied by the Company shall be subject to separate quotation or hire charges unless specifically included within the Quotation. The

- Client shall be responsible for ensuring suitable ground conditions, access and working areas for any hired equipment delivered to site.
- 3.10. We cannot include for the removal and cleaning of vinyl graphics, excessive overspills of paint, mortar, concrete, grout, epoxy grout, carpet and vinyl impact bonding glues without this being quoted for.
- 3.11. Should any Services be required, such as excessive overspills, that have not been quoted for, then we will require you to organise removal, or we can quote separately in addition to the original quotation.
- 3.12. We shall use reasonable endeavours to carry out the Services on any agreed dates. However, all dates are estimates only and we shall not be liable for any delay arising from circumstances beyond our control, including but not limited to site readiness, access restrictions, or the actions of third parties.
- 3.13. We will ensure that the Services are carried out with reasonable care and skill and to a reasonable standard in accordance with best industry practice.
- 3.14. You agree to provide us with full and free access to hot and cold running water, free use of electricity, adequate lighting, drainage and any other amenities that we could reasonably be expected to require to carry out the Services.
- 3.15. We shall properly dispose of all waste that results from the rendering of the Services into bins or other identified areas provided on site by the Client.
- 3.16. The Client acknowledges that the effectiveness and completion of the Services are dependent upon the site being reasonably clean, safe, accessible and ready for the Services to commence. We reserve the right to charge additional costs arising from delays, restricted access, ongoing trades, incomplete works or unsuitable site conditions.

4. One-off Contract Period

- 4.1. If the Contract is agreed on a 'One Off basis', once the Contract is accepted, the Services will begin on the date as agreed between the parties and will terminate upon completion of the One-Off service and once full payment has been received from you.
- 4.2. You will be invoiced the whole amount prior to commencement of the Services for One-Off cleans.
- 4.3. All payments are to be received by BACS. All fees are exclusive of VAT where applicable. We cannot accept any monies being 'set-off' or withheld as retentions.

5. Recurring & Ongoing Services

- Where you have signed up to a Service Agreement the following clauses apply.
- 5.1. The particulars contained in your Service Agreement specify what you are covered for. We retain the right to levy additional charges for anything not specifically covered in the Service Agreement.
- 5.2. To terminate the Service Agreement, you must notify us of your intention a minimum of thirty calendar days' notice.
- 5.3. Any problems or non-conformances should be reported to us within 24 hours of the Service having been provided. Any Services carried out will be deemed as satisfactory outside of this timeframe.
- 5.4. Our charges are worked out on an average basis (52 weeks divided by 12 months). Any Client shut down periods including Christmas will still be charged and invoiced for. All fees are exclusive of VAT. Any scheduled visits over Christmas, Easter and bank holidays may incur additional charges as agreed.
- 5.5. You are required to make payment strictly within 30 days from the date of invoice.

6. Payment

- 6.1. It is your responsibility to check the work prior to signing off the job so that any issues can be resolved immediately.
- 6.2. Interest is payable on all overdue accounts from the date payment was due (as set out above) until made, at 8% per annum above the Bank of England base rate from time to time during the period in which interest is payable. We also reserve the right to charge costs associated with recovering late payments.
- 6.3. We reserve the right to withdraw our Services to you in the event that any payments have not been made on or before the due date for payment. Withdrawal of Services for this reason does not constitute abandonment and as such normal payment will become due until such time as either we or you terminates this Contract.
- 6.4. The Client shall not withhold, deduct, contra charge or set off any sums due to the Company unless agreed in writing by the Company.
- 6.5. We reserve the right to suspend or withdraw Services immediately where invoices remain unpaid beyond agreed payment terms.
- 6.6. The Client shall be liable for all reasonable costs, legal fees and recovery charges incurred by the Company in recovering overdue sums.

7. Access

- 7.1. We cannot be held responsible for the failure to provide the Services in any Premises at which we cannot gain access.
- 7.2. It is your responsibility to obtain any and all necessary permissions, consents and licenses required for us to render the Services at the agreed times.
- 7.3. You must give us a minimum of 2 working days' notice if we will not be required to provide our Services on a particular day or at a particular time. Payment will not be required for cancelled visits provided such notice is given.
- 7.4. If we are unable to gain access to the Property or we do not receive the required notice to cancel as detailed in clause 7.3 above, we reserve the right to invoice you at our normal rate, together with any costs incurred by us in relation to the non-productive or aborted visit to the Property. If you have signed up to a Service Agreement, then any such non-productive or aborted visits will count towards your number of visits allocated in your Service Agreement.
- 7.5. The Client shall provide all relevant health and safety information, including but not limited to RAMS requirements, asbestos information, welfare facilities,

induction procedures, site rules and access requirements necessary for the safe delivery of the Services.

8. Variations

- 8.1. Any variation required by you in the Services to be carried out must be agreed in writing before we can proceed. Any fee or price variation will become due for payment to us in accordance with the terms for payment above.
- 8.2. If cleaning work beyond the normal remit of the Services is required (to clean up a serious spillage, for example) we shall first obtain the Client's consent to perform such work and shall add the costs of such work to the invoice for the month in which the work takes place.
- 8.3. We reserve the right to vary our pricing where the scope of work changes, site conditions differ materially, or costs increase beyond our control. Any variation will be notified in writing.
- 8.4. If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the provision of the Services, we will notify you immediately. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original as reasonably possible in the circumstances. Whilst every attempt will be made to ensure there are no breaks to the Services, we do not warrant this.
- 8.5. Force Majeure, we shall not be liable for any delay or failure to perform our obligations where such delay or failure results from events, circumstances or causes beyond our reasonable control including but not limited to acts of God, adverse weather conditions, fire, flood, power failure, fuel shortages, labour shortages, industrial disputes, pandemics, site shutdowns, restricted access, supplier delays or governmental actions.

9. Cancellation

- 9.1. If you wish to cancel the Contract, we require a minimum of 30 days' written notice prior to the agreed start date for One-Off Services or the commencement of a Service Agreement.
- 9.2. Should you cancel the order without the giving of 30 days' written notice, we reserve the right to levy reasonable cancellation charges including, but not limited to, any administration costs, procurement costs and loss of profit, against you and these shall fall due for payment immediately.

10. Termination

- 10.1. You may terminate the Service Agreement:
 - 10.1.1. By the giving of 30 days written notice. During this 30-day termination period we shall be liable for delivery of the Services, and you shall be liable for payment of all charges in full.
- 10.2. We may terminate the Service Agreement:
 - 10.2.1. By the giving of 30 days' written notice to terminate at any time during or after the initial contract period. During this 30-day termination period the Service Provider shall be liable for delivery of the service and the Client shall be liable for payment of all charges in full.
- 10.3. Either party may terminate the Service Agreement:
 - 10.3.1. immediately if the other Party has committed a material breach of this Contract, unless such breach is capable of remedy, in which case this right to terminate will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or
 - 10.3.2. immediately if the other Party goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 10.4. Your payment obligations under this Contract shall survive termination of this Contract and all payments required under this Contract will become due and immediately payable and you will deliver up to us all items belonging to us which remain at the Premises.
- 10.5. Termination of this Contract howsoever arising shall not affect the rights and liabilities of the parties already accrued at such time nor effect the continuance in force of such provisions as are expressed as or capable of having effect after such termination.

11. Risk

- 11.1. Title to all equipment, machinery, chemicals, consumables and materials supplied by the Company shall remain vested in the Company unless expressly sold to the Client in writing and paid for in full. Any products or equipment placed at or left at the Premises by the Company will at all times (unless specifically itemised and paid for by the Client) be owned by the Company, however the risk in such property or equipment shall be the Client's whilst it is on the Premises where the Services are to be carried out. Equipment remains our property. The client is only liable for loss or damage caused by their negligence.

12. General Liability & Indemnity

- 12.1. Nothing in the Contract or these Terms and Conditions seeks to limit or exclude our liability in respect of death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other liability which cannot lawfully be excluded or limited.
- 12.2. We accept no liability for scratches, marks, damage or defects caused by pre-existing conditions, fabrication debris, defective installation, latent defects, poor maintenance, or materials not suitable for cleaning processes. This includes but is not limited to glass scratching, damaged coatings, defective finishes, silicone smearing, paint defects and improperly cured surfaces.
- 12.3. We shall not be responsible for identifying pre-existing defects, poor workmanship, incomplete construction works, damaged surfaces, improperly cured materials or latent defects prior to carrying out the Services.
- 12.4. We shall not be liable for loss, damage or injury caused by existing damaged property, or for damage to any light fittings, bulbs, sash cords, blinds, burglar or fire alarm fittings or glass already damaged or for the damage arising from faulty construction or condition of the Premises, or for articles not usually

found in the Premises.

- 12.5. Except as provided in clause 12.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our servants or agents or otherwise) in connection with the performance of our obligations under the Contract.
 - 12.6. All warranties or conditions whether express or implied by law are expressly excluded to the extent permitted by law.
 - 12.7. In the event of a breach by us of our express obligations under the Contract, your remedies will be limited to damages, which in any event, will not exceed the total fees paid by you under the Contract in the preceding 6-month period.
 - 12.8. You will indemnify and hold us harmless from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature (including any consequential or indirect costs or losses) and whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance by you of your obligations under the Contract if and to the extent that such losses, costs, damages and expenses are caused or contributed to by your negligent acts or omissions or those of any persons for which you are otherwise legally liable.
- 13. Non-Solicitation:** You agree that you will not, throughout the term of the Contract and for a period of 6 months after its termination or expiry, solicit, entice away, employ or contract the services of any person who is or was employed or otherwise engaged by us at any time in relation to the Contract without our express written consent.
- 14. Confidentiality**
- 14.1. Each Party undertakes that throughout the duration of the Contract, the Parties may disclose certain Confidential Information to each other. Both parties agree that they will not use the Confidential Information provided by the other, other than to perform their obligations under this Contract. Each Party will maintain the Confidential Information's confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing.
 - 14.2. The parties agree both during this Contract, and for a period of 1 year after its termination, to hold each other's Confidential Information in confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any other purpose which is not related to this Contract.
 - 14.3. Each party agrees to use its reasonable endeavours to ensure that Confidential Information is not disclosed or distributed by its employees, sub-contractors, contractors or agents in breach of the provisions of this Contract. You agree that any information received pursuant to this Contract shall be deemed subject to the non-disclosure obligations set forth herein.
 - 14.4. Unless otherwise agreed in writing, we reserve the right to take photographs of the works for quality control, training and marketing purposes, provided no confidential or sensitive information is disclosed.
- 15. Assignment and Sub-Contracting**
- 15.1. We will be free to sub-contract any of our obligations under these Terms and Conditions. Any act or omission of any sub-contractor will be an act or omission of ours.
 - 15.2. We may transfer (assign) our obligations and rights under the Contract to a third party (if, for example, we sell our business). If this occurs, we will inform you in writing. Your rights under the Contract will not be affected and our obligations under the Contract will be transferred to the third party who will remain bound by them.
 - 15.3. You may not transfer (assign) your obligations and rights under the Contract without our express written permission, which will not be unreasonably withheld.
- 16. Data Protection**
- 16.1. Both parties agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018, the UK GDPR and any subsequent amendments to them.
- 17. Notices**
- 17.1. All communications will be in writing and will be deemed to have been duly given when delivered by hand, posted by prepaid post or sent by email to the intended recipient at the address and/or email address stated in this Contract or to such other address or email as that party may specify to the other in writing. Notices sent by email will be deemed received on the first business day following such delivery of sending and notices which have been posted as above will be deemed received on the third business day following posting.
- 18. Other Important Terms**
- 18.1. The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Contract.
 - 18.2. If any part of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract or these Terms and Conditions and the remainder of the provision in question will not be affected.
 - 18.3. No failure or delay by either party in exercising any rights under the Contract means that we or you have waived that right, and no waiver by either party of a breach of any provision of the Contract means that we or you will waive any subsequent breach of the same or any other provision.
 - 18.4. Nothing in the Contract will make or be deemed to make us an employee or agent of yours or you an employee or agent of ours.
- 19. Complaints**
- 19.1. We welcome feedback from our customers and, while we always use all



reasonable endeavours to ensure that your experience is a positive one, we nevertheless want to hear from you if you have any cause for complaint. Please make any complaint to us in writing, in the first instance. Unless you have reasonable justification in refusing us entry, we will require you to grant us all reasonable access and facilities to investigate and where necessary, remedy any complaint for which we may be liable.

- 19.2. If you are not happy with the standard of the Services, we will endeavour to rectify this within 24 hours, provided we are notified within 24 hours of the Services being completed via telephone or email.
- 19.3. Practical completion, client sign-off, occupation of the area, or use of the area by third parties shall constitute acceptance of the Services.
- 19.4. If we cannot resolve the complaint to your satisfaction, we will try to resolve it using alternative dispute resolution. The decision and outcome of the final method of dispute resolution under this clause shall be final and binding on both Parties.
- 19.5. Where we are unable to resolve your complaint using our own complaints procedure or alternative dispute resolution process, either Party may refer the matter to the courts of England and Wales.

20. Law and Jurisdiction

- 20.1. This Contract will in all respects be subject to and construed in accordance with the laws of England and Wales.
- 20.2. Subject to the provisions of clause 19, any dispute, controversy, proceedings or claim between the Parties relating to the Contract or these Terms and Conditions will fall within the jurisdiction of the courts of England and Wales.

