

# Terms and Conditions

**Effective Date:** March 2025

These Terms and Conditions ("Agreement") govern the relationship between FIG FM ("the Company," "we," "us," "our") and all individuals and entities engaging with our business as employees, clients, or subcontractors ("you," "your"). By engaging with FIG FM in any capacity, you agree to be bound by these Terms and Conditions. If you do not agree to these terms, please do not engage with our services or join our team.

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## 1. Definitions

**Employee:** An individual employed directly by FIG FM under a formal employment contract or agreement.

**Client:** Any individual, organization, or entity that engages FIG FM to provide facilities management services, including but not limited to cleaning, security, landscaping, waste management, property maintenance, and related project management.

**Subcontractor:** An independent contractor or company contracted by FIG FM to perform specific services or work as part of a larger project, under the terms specified by FIG FM.

**Services:** All facilities management services provided by FIG FM, as well as any ancillary services agreed upon in writing.

**Confidential Information:** Any non-public information, whether written, electronic, or oral, that is disclosed by any party in connection with this Agreement.

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## 2. General Applicability

This Agreement applies to all employees, clients, and subcontractors engaged with FIG FM.

Different sections of this document may apply depending on your relationship with FIG FM. Please refer to the relevant sections below.

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## 3. Employment Terms (For Employees)

### 3.1. Employment Relationship

Employment with FIG FM is governed by applicable local employment laws, company policies, and the terms of the individual employment contract.

Employees are expected to abide by the FIG FM Code of Conduct, confidentiality policies, and any other internal policies provided.

### 3.2. Duties and Responsibilities

Employees must perform their duties with professionalism, integrity, and in accordance with industry best practices.

Employees are required to maintain high standards of quality, safety, and compliance in all work performed.



### **3.3. Confidentiality and Data Protection**

Employees shall protect all confidential and proprietary information related to FIG FM and its clients.

All personal data must be handled in accordance with the Company's Data Protection Policy and applicable privacy laws.

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## **4. Client Terms**

### **4.1. Engagement and Service Delivery**

Clients engage FIG FM for facilities management services as set forth in individual service agreements, contracts, or purchase orders.

FIG FM commits to delivering services in accordance with the agreed scope, quality standards, and timelines.

### **4.2. Client Obligations**

Clients agree to provide accurate information and access to their premises as necessary for the performance of services.

Payment terms, including fees, invoicing, and payment deadlines, are specified in the client contract and must be adhered to.

### **4.3. Service Modifications and Cancellations**

Any modifications to the scope or schedule of services must be agreed upon in writing.

Cancellation policies and any associated fees will be detailed in the individual client contract.

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## **5. Subcontractor Terms**

### **5.1. Engagement and Compliance**

Subcontractors are engaged by FIG FM on a contractual basis and must comply with all applicable terms outlined in this Agreement and any additional subcontractor agreements.

Subcontractors must meet all regulatory, safety, and quality standards applicable to the services they provide.

### **5.2. Performance and Quality**

Subcontractors are responsible for delivering services in accordance with FIG FM's quality standards and project requirements.

FIG FM reserves the right to monitor, review, and audit subcontractor performance and compliance.

### **5.3. Liability and Insurance**

Subcontractors must hold appropriate insurance coverage and indemnify FIG FM against any claims, losses, or damages arising from their work.

Any breach of contractual obligations may result in termination of the subcontractor agreement and legal action.



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## **6. Confidentiality and Intellectual Property**

### **6.1. Confidentiality**

All parties must maintain the confidentiality of proprietary information, trade secrets, and any sensitive data disclosed during the engagement.

Disclosure of confidential information to third parties is prohibited unless required by law or with prior written consent.

### **6.2. Intellectual Property**

All intellectual property, including designs, methodologies, and reports developed by FIG FM or its employees, remains the property of FIG FM unless otherwise agreed upon.

Clients and subcontractors may be granted limited rights to use such intellectual property solely for the purpose of the engagement, subject to written agreements.

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## **7. Liability and Indemnity**

### **7.1. Limitation of Liability**

FIG FM shall not be liable for any indirect, incidental, or consequential damages arising from the provision of services.

Each party's liability under this Agreement is limited to the amount paid or payable under the applicable contract, except in cases of gross negligence or wilful misconduct.

### **7.2. Indemnity**

Clients and subcontractors agree to indemnify and hold harmless FIG FM, its directors, employees, and agents from any claims or losses arising from their actions or omissions in connection with this Agreement.

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## **8. Dispute Resolution**

In the event of any dispute arising out of or relating to this Agreement, the parties will seek to resolve the matter through amicable negotiations.

If a resolution cannot be reached, disputes will be subject to mediation and, if necessary, binding arbitration in accordance with the laws of England and Wales.

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## **9. Termination**

### **9.1. Termination by FIG FM**

FIG FM reserves the right to terminate any engagement with immediate effect if there is a breach of these Terms and Conditions or any related contractual agreement.

Termination procedures and any applicable notice periods will be outlined in the individual contracts.

## 9.2. Termination by Clients/Subcontractors/Employees



Clients, subcontractors, and employees may terminate their engagement as provided under their respective contracts or employment agreements, subject to any notice requirements.

Upon termination, all confidential information and materials provided by FIG FM must be returned or destroyed, as applicable.

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## 10. Amendments and Governing Law

FIG FM reserves the right to amend these Terms and Conditions at any time. Revised versions will be communicated and, where required, agreed upon by all parties.

This Agreement is governed by and construed in accordance with the laws of England and Wales. Any disputes arising shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

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## 11. Acceptance

By engaging with FIG FM as an employee, client, or subcontractor, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. This Agreement, together with any additional contractual documents, constitutes the entire agreement between the parties with respect to its subject matter.

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For any questions or clarifications regarding these Terms and Conditions, please contact us at:

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