

## Ten Three Cleaning Terms and Conditions

### **1. Terms of Agreement**

The terms and conditions set out hereunder and as set out overleaf represent the entire agreement between Ten Three Cleaning and the Client whose details are contained overleaf ("the Client") relating in any way whatsoever to the supply of services by Ten Three Cleaning pursuant to this Agreement and accordingly such terms and conditions supersede all previous terms and conditions and neither party places any reliance upon, any and all prior representations (not limited to but including drawings, specifications, performance figures and other data or information howsoever communicated by Ten Three Cleaning to the Client including any sales literature, price lists or other documents or information issued by the Supplier) and the Client hereby acknowledges that except as expressly stated in this Agreement the Client has now been induced to enter into this Agreement by any representation whether oral, in writing or via email by the Ten Three Cleaning, its employees, servant, agents or sub-contractors.

### **2. Prices**

(a) Unless expressly stated otherwise, all prices quoted are nett prices and are valid for 1 (one) calendar month. Any applicable value added tax or any other sales tax or excise duties paid or payable by Ten Three Cleaning shall be payable by the Client. (b) Service agreements the price will vary if the scheduled clean is missed. (c) The terms of this Agreement shall be deemed to have been conclusively accepted by the Client upon the Client signing this Agreement and thereafter no variation to any of the terms of this Agreement shall be effective unless agreed in writing by duly authorised signatories of both the Client and Ten Three Cleaning. (d) In the event of the Client cancelling all or part of an order a cancellation charge will be calculated in accordance with the provisions of Condition 7. (e) Ten Three Cleaning reserves the right to revise the prices quoted at any time in the event of changes in legislation or the introduction of European Directives which increases the cost of supply of the service.

### **3. Damage or Defects**

(a) Upon completion of the service by Ten Three Cleaning, the Client shall immediately examine the service and shall within 24 hours maximum from such completion give written notice to Ten Three Cleaning of any matter where in the view of the Client Ten Three Cleaning has not complied with its obligations. If the Client shall fail to give such notice the supply of services hereunder shall be conclusively presumed to have been given in all respects in accordance with the Agreement free from any defect and the Client shall be deemed to have accepted the supply of services accordingly. (b) Ten Three Cleaning has no obligation, duty or liability in contract, tort, for breach of statutory duty or otherwise to the Client or any third party beyond that of a duty to exercise reasonable skill and care in providing its services under the terms of this Agreement in accordance with the specification set out overleaf. (c) In no circumstances will Ten Three Cleaning be liable to the Client or any third party or sub-contractor in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business, or anticipated savings or for any indirect or consequential loss whatsoever. (d) The maximum aggregate liability of Ten Three Cleaning in respect of any one claim or series of claims brought against the Supplier hereunder shall be limited to the value of insurance cover notified or in force at the time of the incident to which first the claim relates. (e) Each provision of this Condition is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held inapplicable or unreasonable in any circumstances and shall remain in force notwithstanding termination of this Agreement.

### **4. Payment terms**

(a) Ten Three Cleaning will invoice the client on the 1<sup>st</sup> (first) of each month for recurring cleaning services or immediately following the completion of each 'one off' service treatment (b) Where Ten Three Cleaning deems appropriate a deposit in the agreement must be paid before work commences. (c) The Client will pay Ten Three Cleaning the total sum due upon completion of works (the due date) other than when an Early Payment Discount Agreement has been signed between the Supplier and the Client in advance of service commencing. All Early Payment Discounts are granted at discretion of Ten Three Cleaning and require duly authorised signatories from both the Client and Ten Three Cleaning. (d) In the event of Early Payment Discount Agreements not being paid to terms, the Client will pay Ten Three Cleaning the Total Sum of the Original Agreement Contract; the Client will also incur a 50% additional charge of the Original Discount Value. (e) In the case of any overdue accounts the Supplier at its sole discretion shall be entitled to charge interest to the Client at a rate of four percent per annum above the Barclays Bank Plc base rate published at the time, for the period from the due date until the date when full payment of the outstanding invoice is received. (f) When payment of any of Ten Three Cleaning's invoices is overdue, Ten Three Cleaning may suspend its performance of the contracts to which the invoice relates and/or of any other contract then subsisting between Ten Three Cleaning and the Client. (g) In the event of legal action being taken by Ten Three Cleaning against the Client for breach of payment obligations hereunder, the Client shall be responsible for all costs and disbursements incurred by Ten Three Cleaning on a full indemnity basis.

## 5. Client's Obligations

(a) It is the responsibility of the Client:

- (1) To ensure the premises are safe for the employees of Ten Three Cleaning to carry out their work.
  - (2) To ensure all access and safety equipment is inspected at regular intervals in accordance with statutory requirements.
  - (3) To make available to all staff adequate first aid supplies, the cost of items used to be reimbursed by Ten Three Cleaning.
  - (4) To notify Ten Three Cleaning of any complaint under statutory provisions and to indemnify Ten Three Cleaning against any claim arising from a breach by the Client of any statutory provision.
  - (5) Not to prevent Ten Three Cleaning from performance of its duties under statutory provisions or under the terms of this Agreement.
- (b) The Client undertakes to be fully insured in respect of Employers Liability.
- (c) The Client shall provide prior to and during provision of the service all necessary lighting and an electrical supply of 240 volts, within the areas where the service is to be carried out, and the costs of any electrical charge usage by Ten Three Cleaning in carrying out the service are to be provided free of charge by the Client.
- (d) The Client shall ensure that an adequate supply of domestic hot water is available in all areas where the service is to be provided for use by Ten Three Cleaning whilst the service is being carried out.
- (e) The client prior to the commencement of the service by Ten Three Cleaning shall ensure that all areas within the scope of the service are free of any perishable goods. All sensitive equipment or similar will be identified to Ten Three Cleaning and be protected by the client before work commences.
- (f) The client shall provide a contactable site representative, to enable Ten Three Cleaning to gain access to all areas where the service is to be carried out. The Client's site representative will be nominated prior to commencement of the service and will also be available to Ten Three Cleaning should any problems occur whilst the service is taking place.
- (g) The Client will give full access to Ten Three Cleaning employees, agents or any sub-contractors to enable Ten Three Cleaning to carry out its services hereunder. When access is denied or cannot be obtained the services to be provided hereunder shall be deemed to have been provided and full payment shall be made to Ten Three Cleaning in respect of such services to compensate for loss of time.

## 6. Contract Period and Determination

- (a) The Contract agreement period is stated in the quotation.
- (b) If the Client terminates this Agreement prior to service commencing, the client will pay Ten Three Cleaning an amount equivalent to the total contract value.
- (c) All works will commence within 3 (three) calendar months of this Contract being agreed and signed.
- (d) Any Agreement that does not commence within 3 (three) calendar months of being agreed between the Client and Ten Three Cleaning will be charged to the client at an amount equivalent to the contract value.
- (e) The client will give 1 month written notice to cancel a service agreement.
- (f) The client will notify us of any change in requirements or scope of cleaning in writing and Ten Cleaning may amend the price.

## 7. Force Majeure

Ten Three Cleaning shall not be liable to the Client or be deemed to be in breach of this Agreement by reason of delay in performing, or any failure to perform, any of Ten Three Cleaning's obligations in relation to the service provided under the terms of this Agreement, if the delay or failure was due to any cause beyond Ten Three Cleaning's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Ten Three Cleaning's control:

- (a) act of god, explosion, flood, tempest, fire or accident;
- (b) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- (c) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- (d) import or export regulations or embargoes;
- (e) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Supplier's or of a third party);
- (f) difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- (g) power failure or breakdown in machinery.
- (h) non-cooperation by the client, or its employees and representatives.
- (i) non-disclosure by client of a material aspect preventing or reducing the ability of the supplier to perform the work.

## 8. Insolvency, bankruptcy

Ten Three Cleaning shall have the right to terminate the contract forthwith where the Client becomes insolvent or bankrupt or makes arrangements with its creditors or suffers a receiver to be appointed or being a body corporate enters into liquidation (other than in connection with a reconstruction or amalgamation) in any of which cases Ten Three Cleaning shall have no further obligation hereunder and the price for all goods delivered and work done shall become immediately due and payable.

## 9. Law Applicable

These conditions shall be governed and construed in accordance with English law and all disputes arising in connection therewith shall be submitted to the jurisdiction of the English courts.

## 10. Notices

Any notice to be given pursuant to the terms of this Agreement shall be given in writing to the party due to receive such notice at its address set out in this Agreement or such other address as may have been notified for the purpose to the other party hereto in accordance with this Condition. Any notice to be given pursuant to the terms of this Agreement to the Supplier shall be marked clearly for the attention of the General Manager. Notice shall be delivered personally or sent first class pre-paid recorded delivery or registered post (air mail if overseas) and shall be deemed to be given:

(a) in the case of delivery personally, on delivery;

(b) in the case of posting (in the absence of evidence of earlier receipt) 48 hours after posting (six days if sent by air mail).

## 11. Employees and sub-contractors

All employees of Ten Three Cleaning are deemed employees of Ten Three Cleaning and will not for any purpose be considered as employees or agents of the client.

In the event of Ten Three enlisting the services of a sub-contractor entity to meet the high standards than we aim to provide, Ten Three Cleaning will take all measures to ensure the sub-contracting entity is of the highest reliability and professionalism.

Ten Three Cleaning will always notify customers that a sub-contracting service will be in use prior to performance.

In the event of a performance that does not meet the predetermined standards agreed between the customer and Ten Three Cleaning, Ten Three Cleaning cannot accept responsibility for work carried out by sub contracted operators, however, will facilitate any necessary arrangements to rectify the works. It will be the responsibility of the customer to liaise with the sub-contractor to establish specific requirements.

Ten Three will always endeavour to provide contractual agreements and previous communication records to determine liability to aid a dispute resolution.

## 12. Domestic, end of tenancy and carpet cleaning

Ten Three Cleaning reserves the right to amend the initial quotation, should the client's original requirements change.

If collection of keys is required from a location further than 5 miles from the property of the cleaning scheduled, £10 will be added to the total quote.

An approximate duration of 8 hours cleaning time is only a suggestion and should be treated as such. Duration may vary therefore a degree of flexibility is required.

The customer agrees that whilst Ten Three Cleaning will provide the equipment and cleaning products, access to functional electricity and functional water outlets is required. If Ten Three Cleaning operatives arrive and are unable to gain access to these outlets, the service will be cancelled and any services will be invoiced.

End of tenancy cleaning will be scheduled for an 8-hour clean unless specifically stated otherwise. Any cleaning over an 8.5-hour period will be charged at a rate of £15.00 per hour. This will be confirmed with the person(s) that have organised the booking. This will be done either prior to the cleaning or the person in question will be contacted by one of the team before this work takes place to gain authorisation.

Ten Three Cleaning reserve the right to leave the property/ premises after the 8.5-hour period if authorisation is not given to continue with the work.

Ten Three Cleaning will use mould remover products to clean areas effected with mould and mildew. Mould removing is NOT a service Ten Three Cleaning provide or will undertake as a complete service and should as such be sourced form an alternative company that specialises in this area.

- **Carpet Cleaning**

Ten Three Cleaning reserves the right to amend the initial quotation, should the client's original requirements change.

If collection of keys is required from a location further than 5 miles from the property of the cleaning scheduled, £10 will be added to the total quote.

If the customer has a dog, cat or other hairy pet then an extra 10% charge will be added to the service price due to the extensive amount of animal hair slowing down the cleaning process.

Reasonably sized and accessible parking for a minimum of 1 medium-sized vehicle should be available at the time and for the duration of the scheduled clean at no cost to Ten Three Cleaning for each booking. In the instance that this is not possible, the customer agrees to pay the total parking cost of a location of a reasonable distance away (within 0.5 miles). This should be requested by the customer at the booking stage. If this is not requested at booking stage, Ten Three Cleaning reserves the right to choose the parking location.

- **Liability**

Ten Three Cleaning reserves the right not to be liable for:

Completing tasks which are not stated on our task list (available to view upon request);

Cleaning jobs not complete due to the lack of access to hot water or power;

Third party entering or present at the client's premises during the cleaning process;

Wear or discolouring of fabric becoming more visible once dirt has been removed;

Failing to remove old/permanent stains that cannot be removed using standard carpet cleaning methods;

Existing damage or spillage that cannot be cleaned/removed completely using standard cleaning detergents and equipment or standard carpet cleaning equipment;

If the customer has items which need special cleaning methods and special cleaning detergents or substances, Ten Three Cleaning reserves the right to refuse the provision of these cleaning detergents.