



# The Office Cleaning Company

## Commercial Cleaning Specialists

### Terms and Conditions of Agreement

1. In these conditions: -

'The Company' means The Office Cleaning Company.

'The Customer' means the person or companies to whom the said letter of quotation is addressed.

'The Services' means the work to be done and the goods to be supplied in connection therein.

- 2.1 The letter of quotation constitutes an offer by the Company, to perform the services set out therein for the Customer and is subject to the terms and condition herein contained.
- 2.2 Upon acceptance of said offer by the Customer, a contract shall be deemed to have been concluded between the parties and the Terms and Conditions shall apply to the said contract to the exclusion of any Terms and Conditions the Customer may seek to impose.
- 2.3 The Customer shall be conclusively deemed to have accepted the aforesaid offer if it confirms in any writing, or in any other way, or by paying the offer price or by permitting the Company to carry out the services or accepting the goods.
3. The Company undertakes to carry out and provide the services as specified in the said letter of quotation subject to the Terms and Conditions herein contained.
  - 4.1 The offer price will apply for 12 months after the commencement of the Services, thereafter the Company shall increase the price in line with current inflation.
  - 4.2 The Company reserves the right to make any alteration to the price it deems justifiable should the Customer make any variation in the use of the property or any alterations or extensions to the premises subsequent to the commencement of the contract.
  - 4.3 Any increase due to Government imposition, variation in National Insurance Contributions or Company's liability for wages in respect of employees used or employed by the Contractor and materials for the purpose of providing the service shall be borne by the Customer, and the Company accordingly reserves the right, after due notification to increase its charges.
- 5.1 The Contract shall be for a minimum of 12 months from the date of commencement of the services and shall continue thereafter unless terminated by either party.
- 5.2 Unless agreed beforehand either party shall give 12 weeks' notice of termination in writing.
- 5.3 Notwithstanding the aforesaid the Customer maintains the right to terminate the contract at any time with due regard to the notice period where the service provided is in breach of the contract, such breaches been given in writing and the Company has failed to rectify the problems within one month of despatch by recorded delivery of the second warning.
  - 6.1 The Company shall, in respect of all employees used or employed in the performance of the services, effect and maintain an employer's liability insurance policy.
  - 6.2 It is a condition precedent to the Company's liability in any case that written details of the damage accompanied by the full and precise details thereof shall be sent to the Company's office within 24 hours of the loss or damage arising.
  - 6.3 Should the Customer have or purport to have any claim or dispute against the Company subject to the aforesaid conditions, the Company reserves the right to continue to provide the service and in doing so the contract Terms and Conditions will continue to apply. No claim or dispute shall entitle the Customer whether by claim set off, counterclaim or otherwise to deter or make deduction from the charges due to the Company hereunder.
- 7.1 With due regard to its obligations under the Health and Safety at Work Act of 1974, the Customer is required to maintain the premises in a safe condition for the services to be undertaken.

- 7.2 The Company reserves the right, without penalty or prejudice to the contract to refuse to carry out the service under conditions it considers dangerous to the health and safety of any of its employees working on the Customer's premises.
- 8.1 The Customer shall provide, free of charge, all necessary light, hot water and other facilities to enable the Company to carry out the services. All equipment and cleaning materials will be furnished by the Company with the exception of plastic waste bags, bin liners, paper goods and other consumables, or other items as may be specified within the quotation. The Customer shall provide free of charge, suitable safe and secure accommodation for such equipment and materials which are the property of the Company and which it deems necessary to leave on the Customer's premises and shall be responsible for all loss, theft or damage other than by the Company's employees. The Customer shall not use or permit any other party to use such equipment or materials without the Company's express consent in writing.
- 8.2 The Customer shall make clear and prepare all necessary areas to allow the Company to undertake the Service. The Company shall be under no liability for any loss, damage or failure to perform howsoever or whomsoever Caused, resulting directly or indirectly from any cause whatsoever beyond the Company's control including (but in no way limiting the generality of the foregoing) strikes, lockouts or other industrial actions, weather conditions, traffic congestion, mechanical breakdown or destruction of any highway. Should such conditions exist, the contract shall be held in suspension until the Company is again able to provide the service.
- 9.1 The Customer agrees to pay the price charged by the Company in full in accordance with the provisions contained within the letter of quotation and if there are none, within 7 days of the due date upon which a written invoice is rendered in respect thereof.
- 9.2 In the event of the Customer failing to pay promptly any of the charges due or comply with any of the Terms and Conditions of this contract, the Company reserves the right to terminate the contract forthwith or to cease to undertake the Service until the said charges are paid. Interest will be charged on all late balances at a rate of 5% above the National Westminster Bank Plc base rate in force at the time. Termination of the contract under this condition shall be without prejudice to the Company's rights against the Customer under this contract.
- 10.1 No employee of the Company has any authority whatsoever (express or implied) in any way to waive, vary or exclude any of the Terms and Conditions and any variation must be made in writing by a Director and sent by post from the Head Office of the Company.
- 10.2 Any subsequent variations to the letter of quotation shall be deemed to be supplementary and the Terms and Conditions shall prevail as though the variation had been part of the original quotation.
11. The Customer agrees that it will not either directly or indirectly during the term of the contract or for a period of 12 months thereafter, effect employment of any employee of the Company or approved subcontractor in whatever position whether or not related to the Company's business with the exception of transfers under the Transfer of Undertakings (Protection of Employment) regulations 1981 as may be in force.
12. Unless in accordance with the provisions contained in the letter of quotation the Company will not undertake any services on Sundays, Bank Holidays or any other statue holidays unless specifically pre-arranged, and in this case the charge will be at double the daily rate for Sundays and treble on Bank Holidays.