

ENDERSHAM LTD GENERAL TERMS & CONDITIONS OF BUSINESS

1. GENERAL

1.1 The following terms and conditions ("the Terms & Conditions") shall apply to all contracts for the provision of cleaning and other services and goods by Endersham ("the Company") to any Client ("the Client").

1.2 These terms and conditions are for the above-mentioned address only.

1.3 These Terms and Conditions together with quotations accepted in accordance with Clause 2 below constitute a complete statement of all terms and conditions which shall apply to any contract between the Company and the Client and

replace all previous written or oral terms and conditions. These Terms and Conditions may be amended by the Company from time to time by sending amended Terms and Conditions to the Client which shall apply to all services and goods provided to the Client after the Client is deemed to have received the amended Terms and Conditions (which for these purposes shall be deemed to be two days after the date that they are posted to the Client). No other amendments or variations shall be valid unless signed by a director of the Company. Failure by the Company to exercise any rights under the

Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

1.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company to the Client shall be subject to correction without any liability on the part of the Company.

1.5 Insolvency of Client

This Clause applies if:

(a) The Client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being

an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client; or

(b) The Client ceases or threatens to cease, to carry on business; or

(c) The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.

If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to immediately terminate any / all contracts with the Client or suspend any supply of services/goods without any liability to the Company, and if the services/goods have been delivered but not paid for the price shall become immediately

due and payable notwithstanding any previous agreement or arrangement to the contrary.

2. QUOTATION

2.1 All quotations are given by the Company following a request by the Client and shall remain open to acceptance for a period of 14 days from the date of receipt by the Client.

2.2 Acceptance of the quotation by the Client shall be by returning the copy of the form of acceptance signed on behalf of the Client.

2.3 On receipt of the form of acceptance from the Client a binding contract shall be effected on the terms and conditions herein.

3. TERM

3.1 Except in the case of non-recurring work, the contract between the Company and the Client shall continue for an initial period of 3 months from the date of commencement with no provision for early termination and shall continue automatically thereafter unless terminated by either party giving a minimum of 3 months prior written notice ("the Requisite Notice"), (in accordance with clause 11 herein).

3.2 The client will be obliged to honour all service contracts entered into on their behalf by the company until completion of the individual notice periods.

3.3 Failure by the Client to give the Requisite Notice shall render the Client liable to the Company in damages for breach of contract in an amount equal to that payable by the Client to the Company during the period of the Requisite Notice.

3.4 These terms and attached quotation will be deemed as accepted once the first invoice payment has been received regardless of whether we are in receipt of a signed agreement.

3.5 In case of termination, the Client will be liable to cover the cost of redundancy and accrued holidays for any appointed operative that is not subject to TUPE.

3.6 The Client will give sufficient notice for any contract changes that affect appointed operatives i.e. change in working hours, shift duration, service days. For any such changes 30 days' notice will be typically required. The Company might agree

to reduce the notice period where possible and reasonable to do so, but the absolute minimum notice period will be no less than 14 working days.

4. PAYMENT

4.1 The Company shall render invoices on the last day of each month to the Client, which shall be due and payable with 30 days of the date of the invoice.

4.2 The Client shall make no deduction or retention of any kind from the sum due under any invoice.

4.3 If the Client fails to pay any invoice by the due date, the Company reserves the right to demand immediate payment of all sums then outstanding from the Client and to suspend further provision of services / goods until payment is received in full.

4.4 The Company shall be entitled to interest at the annual rate of 4% over the Bank of England base rate applicable from time to time in the event of any sum due not having been paid within 7 days from the last day of the 30 day period in accordance with Clause 4.1 hereof. The Company reserves the right to waive any interest due in respect of any particular late payment, but such waiver shall not be deemed to be a general waiver of the Company's right to interest hereunder.

4.5 Rates of payment of the work undertaken by the Company shall be as agreed by the parties and shall be increased each year 30 days after new RPI (Retail Price Index) rate of inflation is published. The increase will be 3% or shall be calculated by taking the current price and increasing that price by the percentage by which the Retail Price Index has increased in the year immediately preceding the appropriate anniversary whichever is greater. This increase does not include any allowance for statutory minimum wage increase and Company reserves the right

to increase the price in line with annual minimum wage increases within 30 days of their publication.

4.6 All sums payable by the Client to the Company unless otherwise stated are exclusive of VAT and other duties or taxes.

4.7 All payment rates are calculated to exclude bank and public holidays unless otherwise agreed between the parties.

4.8 The Client will be charged an administration fee if a cheque or direct debit payment bounces, in addition to the Company's other rights.

5. WORK TO BE PERFORMED

5.1 The services to be performed by the Company shall be specified in the quotation to which these Terms and Conditions are attached. No alterations to the details of the services to be performed shall be made unless by prior agreement in writing between the parties and signed by a director of the Company.

5.2 The Company shall not be in breach of this contract by its failure to provide any of the services specified in the quotation as a result of circumstances beyond its control, for example by act of God, adverse weather conditions, industrial action or its employees being refused entry to the Client's premises.

5.3 All services shall be deemed to have been performed to the Client's entire satisfaction unless written notice addressed

to the Company or email to the Company giving details of the complaint is received with 72 hours of its alleged happening in accordance with Clause 11 hereof. The Company shall investigate any such complaint and shall attempt rectification of any

substantial complaint capable of rectification.

6. EXCLUSIONS

6.1 Except as expressly provided in these Terms and Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

6.2 The Company shall not be liable for any costs, losses or damage caused by its failure to provide the service arising from causes beyond its control and without fault or negligence on its part due to acts of Government, war, civil or political disturbances, floods, epidemics, disease, adverse weather conditions, industrial action and freight embargoes.

6.3 The Company shall not be liable for any loss, damage or injury arising from the breakage or disintegration, during cleaning by its employees or agents, of any cracked or defective part of the Client's property, furniture or fittings unless otherwise stated.

6.4 Payment rates exclude the cleaning of debris created by tradesmen or building work unless otherwise stated.

6.5 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Client by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under any express contract term, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of services and goods, except as expressly provided in these Terms and Conditions.

7. CLIENT'S OBLIGATIONS

7.1 The Client shall ensure that all valuables are stored whilst the premises are unsupervised by its own staff. The Company shall not be responsible for any loss or damage due to the Client's failure to comply with this obligation.

7.2 The Client shall supply all such services, electricity, heating, lighting, hot water and other facilities as may reasonably be required by the Company to enable it to perform the services hereunder, including the provision of keys where deemed necessary. Where necessary the Company may only issue keys to employees with the Client's consent. Where appropriate the Company will maintain signed key forms relative to the Client's premises.

7.3 The Client shall provide suitable, safe and lock-fast storage accommodation for such equipment and materials as the Company deems necessary to leave on the Client's premises in order to fulfil its obligations, and the Client will ensure that no member of its staff, or any other contractor or agent obtains or uses such materials or equipment.

7.4 The Client shall provide a suitable and safe working environment for the Company's employees and shall indemnify the Company against any damages, costs or expenses awarded against the Company in favour of any employee of the Company or any other person who becomes ill or injured, or whose property is lost or damaged due to the Client's failure to comply with its statutory obligations and obligations under this contract.

8. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 1981 ("TUPE")

On the Company entering into a contract with the Client to provide cleaning or other services, previously provided by another party or the Client itself ("the Outgoing Provider"), the Client shall indemnify the Company and keep the Company indemnified against each and every action, proceeding, liability, cost, loss, expense (including reasonable legal fees) and demand arising out of or relating to any claim by any employee (as defined in TUPE) or contractor which arises as a result of any act or omission by the Outgoing Provider before the date on which the contract with the Company is due to commence; or claim by or on behalf of any employee transferring to the Company from the Outgoing Provider pursuant to Regulation 5(5) of TUPE on the grounds only that the identity of the Company as his/her employer is both a significant change, and to his/her detriment.

9. LIMITATION OF LIABILITY

The liability of the Company, its partners, employees and agents (in contract or tort or under statute or otherwise) for any loss or damage suffered by the Client arising out of or in connection with any contract with the Client, however the loss or damage is caused, including the Company's negligence but not its wilful default, shall be limited to the aggregate annual fee payable to the Company by the Client under the relevant contract.

10. RESTRICTION

The Client hereby confirms and undertakes that it will neither directly or indirectly, nor on its own account, nor in conjunction with, nor on behalf of any other person or company, employ any person who has been an employee of the Company at any time during the period of any contract with the Company or for a period of six months following the termination of that contract with the Company without the Company's written consent, save in accordance with any legal obligation imposed under The Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended).

11. NOTICES

Any notice to be served hereunder shall be given in writing to the party concerned at its address as stated in the quotation (or to its address subsequently notified to the other) by leaving it at such address or by sending the notice by recorded delivery. Such notice shall be deemed to be received on the next working day after posting or on the day of delivery if emailed or left by hand.

12. ASSIGNMENT

The Client shall not assign or transfer the benefit or the burden of any contract with the Company without the prior written consent of the Company. The Company shall be entitled to assign or subcontract the benefit and burden of any contract with the Client by giving notice of such assignment or subcontract to the Client.

13. SEVERABILITY

If any provision of these Terms and Conditions if held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

14. CONTRACTS RIGHTS OF THIRD PARTIES

Any person who is not a party to a contract with the Company has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of that contract.

15. DISPUTES

If a dispute arises out of or in connection with any contract with the Company, the parties shall agree in good faith to resolve it at Managing Director level. If the parties fail to agree terms of settlement within one month of the matter being referred to Managing Director level then the dispute shall be dealt with by way of litigation in the Courts of England.

15. GOVERNING LAW

The construction validity and performance of the Terms and Conditions and any contract incorporating these Terms and Conditions shall be governed by the Laws of England and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.