

Business Conditions

1. Definitions

All services performed by SPOTLESS COMMERCIAL CLEANING LTD (“the company”) for any person, firm or company (“the customer”) shall be carried out on the following terms which may only be modified by written agreement between the parties.

2. Termination

The parties’ contract will only be terminated by either party upon notice of that party’s intention to terminate. Same being given to the other not less than one calendar month prior to the proposed date of termination. Otherwise, the parties’ agreement shall continue. Likewise, any reduction or change in hours requested by the customer must be accompanied by one month’s written notice.

3. Increase in Contract Cost

The company shall be entitled to adjust the contract price so that it is increased by the same percentage as any increase in the National Living Wage (NLW), such contract price adjustment to take effect from the Monday prior to the date on which the increase in the minimum wage comes into force. Alternatively, in the absence of any annual increase in the NMW, the price may go up by inflation only, to be communicated in advance by letter or email.

4. Interest on Late Payments

All of the company’s invoices must be paid in full within 30 days of the invoice date. If payment is not made by the customer as aforesaid, interest will run on the sum outstanding from the date when payment fell due until the same is paid in full at the rate of five per cent per annum above the base rate of The Royal Bank of Scotland plc as from time to time applying. Such interest shall be compounded on a quarterly basis. Further, in the event of **the customer failing to make timeous payment of the sum due under the company’s invoice (together with interest thereon as aforesaid)** the company reserves the right (a) to terminate this Agreement forthwith by notice in writing **to the customer and thereafter to remove their equipment and materials from the customer’s premises and/or (b)** to suspend the provision of a cleaning service to the customer until such time as all sums due to the company have been paid, the customer being bound to continue to pay the contract price notwithstanding such suspension.

5. Employing Spotless Staff

The customer agrees not to employ any existing member of Spotless staff, either as an employee or subcontractor, until 6 months after termination of contract, unless by paying an agreed fee equal to 3 months of **that operative’s gross wages.**

6. Storage

The company undertakes to supply all labour, equipment and cleaning materials required to provide the services for which the parties have contracted unless otherwise specified. The customer shall provide the company with a safe storage for equipment and materials and shall be responsible for the safe custody of all equipment belonging to the company held within the customer's premises.

7. Use of Spotless Equipment

The company shall take no responsibility for any accident caused to any third party (eg employees or subcontractors of the customer) if they use any equipment or materials belonging to the company without first requesting and receiving the correct training.

8. Adverse Weather Conditions and Public Transport Strikes

If there are adverse weather conditions such as heavy snow, or if there are Public Transport strikes, the company shall do all that is reasonably possible to supply the usual or alternative labour. On occasions if the public transport system is not working it is physically not possible to clean the premises of all customers. Consequently, if cleans are missed and the cleaners are unwilling to take these days from their annual leave, a charge will still apply and the cleaners will be paid as normal. This is purely so as not to disadvantage the cleaners through no fault of their own.

9. Equal Opportunities

It is the policy of Spotless Commercial Cleaning Limited to promote an environment free from discrimination, harassment and victimisation where employees will receive equal treatment regardless of gender, colour, ethnic or national origins, disability, age, marital status, sexual orientation or religion. All decisions relating to employment practice will be objective, free from bias and will be based upon work related criteria and individual merit. If you have any problem with an employee, please put your complaint in writing and provide supporting evidence.

10. Permutation of Hours

The Company may change the permutation of daily hours if practicable while preserving the correct allocated time. For example, the Company may place double the number of workers for half the allocated time, or half the number of worker for twice the daily allocation.

11. Blood, Vomit etc

On grounds of Health and Safety, the company shall not be required, as part of its contract, to clean vomit, blood, excretion or any other body spillages. A special price for such cleaning will be quoted on demand.

12. Lack of Access

In the event of the company being prevented from carrying out the services as a result of the act or omission of the customer and/or his servants or agents, said services shall **be deemed performed and the company's** charges for the services shall be payable as if the services had so been performed. Cleaning operatives who rely on the customer for access will wait for a period of 20 minutes after agreed commencement of shift.

13. Jurisdiction

The parties' agree that for sites in Scotland, the contract shall be governed by Scots Law and under the exclusive jurisdiction of Scottish Courts, and for sites in England, the contract will be governed by English Law under the exclusive jurisdiction of English Courts.