

## Business Terms and Conditions

### 1. Definitions

1.1. These terms and conditions (the "Conditions") apply to the supply of services ("Services") set out in the written quotation from the Company (as hereinafter defined) to the Client (as hereinafter defined) (the "Quotation") (the Conditions and the Quotation together forming the "Contract"). The Contract is entered into between Spotless Commercial Cleaning Limited (company number SC163138) (the "Company") and the person(s) for whom the Company provides the Services (the "Client"). The Contract applies to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom practice or course of dealing.

### 2. Supply of Services

2.1. The Company shall provide:

- i. the Services to the Client in accordance with the Contract, save that the Client may instruct the Company to perform additional services not specified within the Quotation from time to time. If such additional services require the Company to use specialised cleaning products then the Company shall charge an additional fee to the Client of an amount which shall be notified by the Company to the Client in writing;
- ii. the Services with reasonable care and skill; and
- iii. all equipment, tools and vehicles and such other materials as are required from time to time to provide the Services (the "Equipment").

2.2. The Company reserves the right to make any necessary changes to:

- i. the Services to comply with any applicable law or safety requirement; or
- ii. the permutation of the individual working hours of the Company's employees, agents or representatives in providing the Services.

### 3. Client Obligations

3.1. The Client shall, (free from any charge or payment by the Company) provide:

- i. all necessary light, hot water and other facilities which may be required by the Company from time to time to perform the Services;
- ii. safe and suitable accommodation for the Equipment at the Client's premises in safe custody at its own risk and shall not dispose of or use the Equipment other than in accordance with the Company's written instructions from time to time; and
- iii. the Company's employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Company from time to time to perform the Services.

3.2. In the event that the Client fails to provide the Company's employees, agents, consultants and/or subcontractors with access to the Client's premises (in order for the Services to be performed in accordance with clause 3.1(iii)) within a period of twenty minutes following the scheduled start time for the performance of the Services, the Company's employees, agents, consultants and/or subcontractors shall be entitled to cancel the performance of the Services by them on that occasion and the Company shall still then be entitled to recover full payment for the Services from the Client (as though the Services had still been performed as scheduled).

3.3. The Company's employees, agents, consultants and/or subcontractors shall be entitled to vacate the Client's premises prior to the end of the relevant designated shift time provided that the Services have been performed to the requisite standard in accordance with the Contract and the Company shall be entitled to full payment for the Services without deduction notwithstanding that the Company's employees, agents, consultants and/or subcontractors may have so vacated the Client's premises before the end of the relevant designated shift time.

3.4. The Client shall ensure that its premises are safe and secure at all times for the Company's employees, servants and agents to provide the Services.

### 4. Charges and Payment

4.1. The charges for the Services shall be the price at the applicable rate (if any) as set out in the Quotation (the "Price"), save that the Company shall be entitled to adjust the Price annually so that it is increased by the same percentage as any increase from time to time in the National Minimum Wage (NMW), the National Living Wage (NLW) and/or the London Living Wage (LLW), with such adjustment to the Price taking effect from the Monday prior to the date on which the increase in the NMW, NLW and/or LLW comes into force. In the absence of any annual increase in the NMW, NLW and/or, the LLW, the Price may otherwise be increased by the Company by the amount of inflation in accordance with the retail index price as published by the National Office of Statistics from time to time and the Company shall notify the Client in writing and in advance of any such increase.

4.2. The Company shall be entitled to charge an additional fee in respect of providing:

- i. any additional services requiring the use of specialised cleaning products (pursuant to clause 2.1(i) above); and/or
- ii. any training (requested by the Client) by the Company to the Client, its employees, agents, associates or third parties in respect of the Equipment.

4.3. The Company shall invoice the Client on a 4 weekly basis in arrears for any Services or other services carried out pursuant to this clause 4.

4.4. The Client shall pay each invoice submitted by the Company pursuant to the Contract:

- i. within 28 days of the date of the invoice; and
- ii. in full, without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law) and in cleared funds to a bank account nominated in writing by the Company.

4.5. If the Client fails to make any payment due to the Company under the Contract within 28 days of the due date for payment of any invoice, 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.

### 5. Termination

5.1. The Services shall be provided for an initial period of twelve months (the "Initial Term") and shall thereafter continue for a further period of twelve months ("Extended Term") at the end of the Initial Term and at the end of each Extended Term. Without limiting its other rights and remedies, either party may terminate the Contract by written notice to the other party no later than three months' before the end of the Initial Term or the relevant Extended Term, to terminate the Contract at the end of the Initial Term or the relevant Extended Term, as the case may be.

5.2. If the Client purports to terminate the Contract prior to the end of the Initial Term or the Relevant Term as the case may be without the right to do so, the Client shall on demand pay to the Company an amount equal to (i) 30 days of charges which would otherwise have been payable under the Contract and (ii) 5% of the remaining value of the Contract after the deduction of the charges applicable to that 30 day period. The Client confirms that this payment is reasonable and proportionate to protect the Company's legitimate interest in proper performance of the Contract.

5.3. Without limiting its other rights and remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- i. the other party commits a material breach of any term of the Contract and fails to remedy that breach within 21 days of that party being notified in writing to do so by the other party;
- ii. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, is wound up (whether voluntarily or by order of the court), has a receiver appointed to any of its assets or ceases to carry on business; or
- iii. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

5.4. Without limiting the events that may constitute a material breach, a material breach shall be deemed to have occurred where the Company fails to remedy, in a reasonable period of time, an issue raised by the Client in relation to:

- i. attendance, where the Company fails to attend the Client's premises on more than 3 consecutive occasions within a 30 day period; or
- ii. performance, where the standard of cleaning falls below 50% on 3 continuous Quality Assurance assessments conducted on the Spotless App by the Company; or abusive behaviour by Company cleaning staff including threatening behaviour, proven theft or wilful damage to property.
- 5.5. Without limiting the Company's other rights and remedies, if the Client fails to pay any amount due to the Company under the Contract within 28 days of the due date for payment, the Company may:
- i. terminate the Contract with immediate effect by giving written notice to the Client and thereafter remove the Equipment from the Client's premises; and/or
- ii. suspend the provision of the Services under the Contract until such time as all sums due to the Company under the Contract have been paid in full, the Client being bound to continue to pay the Price notwithstanding such suspension.
- 5.6. On termination of the Contract for any reason:
- i. the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices (and any interest due on such invoices) and, in respect of any Services supplied by the Company but for which no invoice has been submitted, the Company shall submit an invoice, which shall then be payable by the Client on receipt;
- ii. the Client shall return all of the Equipment to the Company. If the Client fails to do so, then the Company may enter the Client's premises and take possession of the Equipment;
- iii. (subject to clause 5.6.) the Client hereby undertakes not to employ or solicit any existing member of the Company's staff, either as an employee or subcontractor, for a period of 6 months following termination of the Contract.
- iv. the accrued rights, remedies, obligations and liabilities of the parties under the Contract as at termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
- v. provisions in the Contract which expressly or by implication survive termination shall continue in full force and effect.
- 5.7. The Company shall permit the Client to employ any existing member of the Company's staff within a period of 6 months following termination of the Contract provided that the Client first pays to the Company a cash amount equal to 3 months' gross monthly wages of that existing member of the Company's staff who the Client so employs.
- 6. Limitations**
- 6.1. Notwithstanding any provision to the contrary, any dates, periods or times specified by the Company in the Quotation are estimates only and time shall not be of the essence for the performance by the Company of its obligations under the Contract.
- 6.2. No claim by the Client shall arise in respect of any alleged want of provision of the Services unless the Client notified the Company in writing within 72 hours of an alleged failure by the Company to provide the Services and the Company has then failed to address the issue with the Client within 72 hours of receiving a Client's notice.
- 6.3. The Client agrees to indemnify and keep the Company fully indemnified from and against any loss, claim, or liability whatsoever incurred or suffered by the Company as a result of negligence or any default by the Client (or its employees, agents or representatives) whilst the Company is providing the Services, together with any expense, claim, loss or damage which the Contractor or any of its employees, agents, sub-contractors and other clients may suffer due to such negligence or default by the Client (or its employees, agents or subcontractors).
- 6.4. Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Conditions, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of anticipated savings, business revenues, or profits (whether categorised as direct or indirect) or any indirect, special or consequential loss (including losses arising from business interruption, wasted time management, loss of goodwill, data and all other such loss whether or not arising in the normal course of business), damages, costs, expenses or other claims (whether caused by the negligence of the Company its servants or agents otherwise) which arise out of or in connection with the provision of the Services by the Company or the use of the Services by the Client.
- 6.5. Subject to clause 6.4, the entire liability of the Company to the Client under or in connection with the Contract shall not in any event exceed the annual cost paid by the Client to the Company for the provision of the Services.
- 6.6. The Client agrees and acknowledges that the allocation of risk in this clause 6 is fair and reasonable in the circumstances, having been taken into account in setting the Price.
- 6.7. The Company shall have no responsibility or liability for any accident caused to any third party (including, but not limited to employees or subcontractors of the Client) in the event that such third party uses any Equipment without the necessary training by the Company.
- 7. Insurance**
- 7.1. During the term of the Contract the Company shall maintain in force (with a reputable insurer), professional indemnity, product liability and public liability insurance sufficient to cover all the Company's liabilities in connection with the Contract
- 8. Force Majeure**
- 8.1. Neither party shall be liable to the other party or be deemed to be in breach of the Contract for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure was due to a Force Majeure Event.
- 8.2. For the purposes of this clause 8, a Force Majeure Event means any event, circumstance or cause beyond the reasonable control of either party including, acts of God, computer server crashes, virus attacks on equipment, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, damage, bad weather, strikes, computer software, power or equipment failure, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of either party to the Contract or of a third party, including, but not limited to, public transport strikes).
- 8.3. If a Force Majeure Event prevents, hinders or delays the Company's performance of its obligations under the Contract for a continuous period of more than [twenty eight (28)] days, the Client may terminate the Contract immediately by written notice to the Company.
- 8.4. In the event of: (i) adverse weather conditions, including (but not limited to) heavy snow or high force winds; (ii) a public transport strike; or (iii) trade dispute, strike, lock out or other circumstance beyond the Company's control (the "Event"), the Company shall use its reasonable endeavours to supply the Services and the Services shall be deemed performed and the Company's charges for the Services under the Contract shall be payable as if the Services had so been performed.
- 9. Equal Opportunities**
- 9.1. The Client shall comply with the Company's equality policy, 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. The Client acknowledges that all decisions of the Company relating to employment practice will be objective, free from bias and will be based upon work related criteria and individual merit. In the event that the Client takes issue with an employee of the Company, the Client shall notify the Company in writing promptly along with any supporting evidence.
- 10. Assignment**
- 10.1. The Company shall be entitled to freely assign or transfer the whole or any part of the Contract or subcontract the Services (or any part thereof) without the prior written consent of the Client.
- 11. Notice**
- 11.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business set out in the Quotation.
- 12. Variation**
- 12.1. Neither party shall be bound by any variation, waiver of, or addition to the Contract except as agreed by both parties in writing from time to time and signed on their behalf by their authorised representatives.
- 13. Governing Law and Jurisdiction**
- 13.1. The Contract shall be governed by Scots Law and the parties to the Contract hereby submit to the non-exclusive jurisdiction of the Scottish Courts.