

## ANNEX 1

### LEMON CLEAN LIMITED TERMS AND CONDITIONS

#### 1. Agreement

Lemon Clean Limited ("LCL") agrees to provide cleaning services ("the Services") to the Client ("the Client") in accordance with the written specification or quotation agreed between the parties ("the Cleaning Services Agreement"). These terms and conditions shall apply to the provision of the Services unless they are inconsistent with the Cleaning Services Agreement in any way in which case the Cleaning Services Agreement shall take precedence. The Cleaning Services Agreement and these Terms and Conditions are together referred to as "the Agreement".

You agree that any use of the Services that are provided by LCL on a basis of regular work (regular work is defined as being of a repeating nature, daily, weekly fortnightly or monthly), shall constitute your acceptance of our Terms and Conditions as shown on this page.

#### 2. Duration

- 2.1 Upon receipt by LCL of written acceptance from the Client of the Cleaning Services Agreement and these Terms and Conditions, LCL. agrees to provide the Services to the Client until the Agreement is terminated as set out below.
- 2.2 The Client may terminate the Agreement upon giving to LCL, three months prior written notice. In event of no such notice being given, then the Client shall pay to LCL, forthwith the cost of the Services for such period.
- 2.3 LCL reserves the right to withdraw the Services and/or to terminate the Agreement at any time with one month's written notice.

#### 3. Price

- 3.1 The monthly cost of the services is set out in the Cleaning Services Agreement and has been calculated for all bank and public holidays, including any client's company closures.
- 3.2 All rates are reviewed annually, and any increases will be negotiated with the client.

3.3 Invoices will be submitted to the client monthly, and are payable within thirty of their date. Failure to make any payments on time will result in a £25.00 administration charge, plus any additional interest charges for late payment as shown on your invoice(s). Payments must be made by the method agreed with you beforehand. Any rejected payments to us returned as "unpaid" would result in a £25.00 administration charge plus any bank charges that may have been incurred by us when the payment was returned.

3.4 If the Client fails to make any payment by the due date then, without prejudice to any other right or remedy available to LCL, shall be entitled to:

3.4.1 Suspend performance of the Services.

3.4.2 If the Agreement is terminated by either party, invoices will be made payable immediately.

#### 4. Staff

4.1 All cleaning personnel supplied to the client are employees of LCL.

4.2 The Client agrees that they will not either on their own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of three months from, the end of the term of the Agreement, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any employee of LCL who has worked on the Services at any time during the term of the Agreement.

4.3 In the event of a breach of clause 4.2, and without prejudice to any remedies available to LCL for breach of the Agreement, the Client shall pay to LCL a sum equivalent to a full three-month charge for the Services.

4.4 In the event that, by entering the Agreement, the Client and/or any employee of the Client and/or any employee of a contractor of the Client or any of their representatives ("the Potential Claimants") assert that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE Regulations) apply the Client shall indemnify LCL, in full for and against all costs, claims, expenses or liabilities whatsoever and howsoever arising incurred or suffered by LCL, including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

- (a) anything done or omitted to be done in respect of the Potential Claimants which is deemed to have been done or alleged to have been done by LCL by virtue of the TUPE Regulations; and

- (b) any claim made at any time by or on behalf of any of the Potential Claimants who claim to have become an employee of or have rights against LCL by virtue of the TUPE Regulations; and
- (c) the termination by LCL of the employment (or alleged employment) of any of the Potential Claimants (including but not limited to redundancy payments and payments in lieu of notice).

4.5 The Agreement envisages that subsequent to the commencement of the Agreement, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this Agreement, or part or otherwise) resulting in a transfer of the Services in whole or in part (Service Transfer). If a Service Transfer is a relevant transfer for the purposes of the TUPE Regulations then, in such event, the Client or a third party supplier of replacement services appointed by the Client (Replacement Supplier) would inherit liabilities in respect of any employees engaged in the provision of the Services. Accordingly, if the TUPE Regulations apply on a Service Transfer the provisions in clause 4.5.1 shall apply.

4.5.1 The Client shall

- (a) in the event of a Service Transfer to the Client, accept the transfer of those employees of LCL who are entitled to transfer under the TUPE Regulations or spend 50% or more of their time working on the Services and comply with all legal obligations in relation to those employees;
- (b) in the event of a Service Transfer to a Replacement Supplier procure that such Replacement Supplier shall accept the transfer of those employees of LCL who are entitled to do so under the TUPE Regulations or who spend 50% or more of their time working on the Services and shall comply with all legal obligations in relation to those employees before and after the Service Transfer; and
- (c) fully indemnify LCL against any costs, claims, expenses or liabilities arising from any acts or omissions of the Client or the Replacement Supplier which it is alleged LCL may have liability for or otherwise.

4.6 In the event that the Agreement ends and it is alleged or accepted either by the Replacement Supplier and/or by any of the Potential Claimants that the TUPE Regulations do not apply the Client shall indemnify LCL in full for and against all costs, claims, expenses or liabilities whatsoever and howsoever arising incurred or suffered by LCL including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

- (a) anything done or omitted to be done in respect of the Potential Claimants which is deemed or alleged to have been done by LCL; and
- (b) any claim made at any time by or on behalf of any of the Potential Claimants who claim to remain employed by or have rights against LCL; and
- (c) any termination by LCL of the employment of any of the Potential Claimants (including but not limited to redundancy payments and payments in lieu of notice); and
- (d) commencing or defending legal proceedings related to the Services.

## **5. Limitation of Liability and Insurance**

- 5.1 Subject to clause 5.4, neither party shall be liable to the other party (as far as permitted by law) for indirect special or consequential loss or damage in connection with the Agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.
- 5.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this Agreement.
- 5.3 Subject to clause 5.4, LCL's total aggregate liability in respect of all claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement, shall in no event exceed the aggregate charges paid under or pursuant to this Agreement in any one year.
- 5.4 Notwithstanding any other provision of this Agreement neither party limits or excludes its liability for:
  - (a) fraud or fraudulent misrepresentation;
  - (b) death or personal injury caused by its negligence;
  - (c) breach of any obligation as to title implied by statute; or
  - (d) any other act or omission, liability for which may not be limited under any applicable law.
- 5.5 The Client shall be responsible for ensuring a safe environment in which LCL staff can perform the Services and shall be responsible for complying with all relevant Health and Safety legislation and clause 7 below.

5.6 LCL have public and employers liability insurance as per good business practice and legal requirement. A notice of our Employers Liability is posted at each commercial contract for inspection, and any existing clients who need to validate that we are adequately covered for insured risks may request a copy of it. LCL (its directors, company owners, management or staff) shall not be liable in any event for any loss of profit or consequential loss incurred by the Client or their business.

## 6. The Service

6.1 The Service provided by us will have been outlined either verbally or by written agreement before commencing the contract with you. Whilst we are happy to help where we can, there are times when the service requirements may change, or times when either you or we, find that there has been a problem, which needs rectifying. If you are not happy with the standard of agreed level of service provided by LCL, we will endeavour to put this right within 1 working day, providing that the issue relates to a specific part of the job that was included within the original agreement (be that verbal or written). You would have 24 hours to make any such complaint in writing, stating clearly the issue of concern.

6.2 All our staff are trained during an induction course/programme prior to any work being undertaken by them for you. All staff receives updated annual training.

6.3 Due to health and safety requirements, and restrictions on insurance matters, we cannot use any types of heat guns in the course of our cleaning service to you. Furthermore we will not move any items of heavy furniture that may cause secondary damages to floors, carpets, walls etc.

6.4 Right of access - it is the client's responsibility to ensure that LCL or its employees have full tidy, clear and unrestricted access to the property or windows being cleaned.

6.5 Any cleaning task that have not been previously agreed (either verbally or written) should be requested by you. If these supplementary tasks or additional cleaning duties are approved by us, they will be deemed as "Chargeable Extras", and therefore will be invoiced according to time spent, products used and labour costs. Once these chargeable extras are carried out they will be charged accordingly, and payable either on completion, or added to your next invoice.

6.6 There are no services on any of these days - Christmas Day, Boxing Day, unless otherwise previously agreed. Services carried out on any of these days are chargeable at the normal daily rate times 3. Additionally if your business would normally be closed on a recognised public bank holiday there will be no service, and the charges applicable to your service will be still payable at your normal rate.

## **7. Health & Safety**

- 7.1 To safeguard LCL and its staff, they are instructed not to enter an environment that may be considered dangerous, hazardous or impede their ability to perform the cleaning tasks that they have not been contracted to do. In the event that this might happen because the client has failed in their duty to properly inform us of any changes, the customer will be charged the payment due at the full-agreed rate.
- 7.2 The moving of any heavy objects is not covered by our insurance, nor are our employees permitted (unless otherwise agreed) to work at height. Under our own health and safety regulations, it is an obligation upon us to safeguard and protect our staff's safety and welfare whilst working for us.

## **8. Equipment**

- 8.1 Any equipment provided by LCL in connection with performing our service to you is the sole property of LCL. This means that if equipment is left on site for use in connection with the service contract, that neither, yourselves, your employees or anyone else, may use that equipment. Any equipment used and to be found damaged by yourselves will be repaired, or replaced at entirely your own cost. Any equipment you may supply for use in connection with the Services is entirely at your own risk.

## **9. Security and Client Confidentiality**

- 9.1 We take very seriously our obligation to maintain privacy and security for your business, and as such we will never disclose (unless otherwise agreed), any information pertaining to your agreement with us. Equally we request that the client observes the same standards of privacy and confidentiality towards LCL.

## **ANNEX 2**

A full detailed copy of your site work instructions and Audit documents can be found in your site manual.

Monday -Friday [ ]x1 person

X[ ]hrs per week

## ANNEX 3

### SCHEDULE OF CHARGES

For the provision of cleaning services as per the Agreement

£[]+VAT per calendar month.