

BKlean Terms and Conditions

Professional Cleaning Service

“The Company” - BKlean, Welbeck Road, Sutton SM1 3NN

1. GENERAL

- 1.1. The following terms and conditions is a contract of agreement between BKlean (The Company) and (The Client).
- 1.2. The Company shall provide all cleaning and other such services in accordance with these terms and conditions and supplied quotation.
- 1.3. This agreement constitutes a contract between the parties with respect to clause 1.2 and supersedes all previous contracts and undertakings between parties. Any variation to these conditions of contract must be agreed in writing prior to such proposed variations coming into effect.
- 1.4. Both parties shall ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and code of conduct.
- 1.5. Each part shall have the right to terminate this agreement without notice in the event of bankruptcy or insolvency. In addition, either party shall be entitled to terminate this agreement on 20 days' written notice where the other party commits a material breach of this agreement and does not remedy such a breach (where capable of remedy) upon written notice to do so. The client may terminate the agreement with 1 months' notice in the event that the SLA is not met and clause 5.3 is followed for any 2 or more instances for the duration of the agreement.

1.6 The company shall take every reasonable precaution to ensure that all persons employed by them shall be professional, efficient and honest, and will not employ for the purpose of

this agreement any persons to whose employment raises reasonable objection, by or behalf of the client.

- 1.7 The company undertakes those areas of the clients' premises to which access is specifically authorised in writing and only for the purpose of performing

the services under this agreement and undertakes and agrees to comply fully with all policies and procedures of the client provided to the company by the client, including but not limited to those relating to access to the clients' premises, security and confidentiality and health and safety. The company further agrees that the terms of the confidentiality and security agreement between the parties entered into prior to or upon the date of this agreement shall apply to and form part of this agreement.

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 60 days from their date.
- 2.2. Acceptance of the quotation by the client shall be written acceptance by an authorised person on behalf of the client.
- 2.3. On the receipt of this confirmation from the client a binding contract shall be affected on the terms and conditions herein.

3. TERMS

- 3.1. Except in the case of non-recurring work, the contract shall be for an initial period of 1 year from the date of commencement, and shall renew monthly thereafter until terminated by either party, giving to the other 3 months' prior notice while in a 12 month contract or one month prior notice thereafter in accordance with Clause 10 hereof.
- 3.2. The annual review of our service will be completed within 3 months of the current contract end date, where a new contract proposal will be offered for a further 12 months. Should this not be agreed, a monthly service contract shall be provided.

4. PAYMENT

- 4.1. The company shall render invoices to the client, which shall be due and payable within 14 days of the date of the invoice.
- 4.2. Unless agreed otherwise in writing the client shall make no deduction or retention of any kind from any 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

BKlean Terms and Conditions

outstanding from the client and to suspend any further provision of the services until payment is received in full.

5. WORK TO BE PERFORMED

- 5.1. The company will provide all labour, cleaning equipment where agreed and supervision necessary for the provision of the cleaning services as specified in the quotation. No alterations to the details of the services to be performed shall be made unless due to any amendments or additional work, a revised cost is required whereby any adjustments may be agreed upon and made accordingly.
- 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 (but without prejudice to the generality of the foregoing), any trade dispute, industrial action or its employees being refused entry to the clients premises.
- 5.3. All services shall be deemed to have been performed to the client's entire satisfaction unless any dissatisfaction or problems with regards to the cleaning, any breakages, damage or accident caused by the company and their employees or agents, is notified to the company within 24 hours or before 6pm on the next working day thereafter. The company shall investigate any such complaint and where proven beyond any reasonable doubt will attempt rectifications or settlement of any claim.

6. EXCLUSIONS

- 6.1. The company shall not be liable for any excess costs, loss or damage caused by its failure to provide the services arising from causes beyond our control and without fault or negligence on its part due to acts of God, Government, effects of war, civil or political disturbances, floods, epidemics, diseases, unusually severe weather conditions, industrial action, freight embargoes and the like.
- 6.2. The company shall not be liable for any loss damage or injury arising from breakage or disintegration, during cleaning by our staff our agent, of any cracked or defective part of your property, furniture or fittings work unless otherwise stated.
- 6.3. Under no circumstances shall the company's employees be required by the client to clean any

cracked or broken glass or any broken windows which are or appear to be unsafe or dangerous or to do anything which might expose them to unusual or unreasonable risks or injury. The client shall be liable for any injury or damage caused by its failure to comply with this condition

- 6.4. The Company reserves the right without penalty or prejudice to refuse to carry out work under conditions which it considers dangerous to the health and safety of any of its employees working on the premises.
- 6.5. The company shall not be responsible for securing windows, doors other than where he/she has gained access. Whereby on leaving shall secure and (where applicable) reactivate any alarm system when being the last person to the leave the premises.
- 6.6. Bank holidays are excluded from the contract unless prior arrangements have been made between the company and the client and this has been put in writing by either party.

7. CLIENT OBLIGATIONS

- 7.1. The client ensure that all valuables are stored whilst building is 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 without charge 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 client may only issue keys to employees with the company's consent. Where appropriate the company will maintain signed key forms relative to the client premises.
- 7.3. The client shall indemnify the company against any damages, costs or expenses awarded against us in favour of any employee of ours 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 legal obligations.
- 7.4. It will be the responsibility of the client, unless otherwise specified in the contract to dispose of any waste generated by the

BKlean Terms and Conditions

cleaning process in compliance with the local regulations.

7.7. In order to facilitate cleaning and to prevent papers and documents being mislaid, the client shall, so far as possible, clear all desks and ledges prior to the commencement of work as well as the space in front of all windows and other glass to be cleaned.

8. INSURANCE

8.1. The company shall duly insure all persons employed in pursuance of the contract. Public Liability Insurance giving cover of £2,000,000.00 shall be held by B Klean.

9. NOTICES

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

10. ASSIGNMENT OF BENEFITS

10.1. The client shall not assign or transfer the benefit of the contract without prior written consent of the company.

11. WAIVER

11.1. Waiver by the company from time to time to any rights to which it is entitled under this agreement (including rights against the client relating to the clients breach of contract) shall not be deemed to be a general waiver of those rights and those rights shall remain enforceable notwithstanding the specific waiver. In the event that a court determines that any term or condition of the contract between the client and the company is void or unenforceable the remainder of the contract shall remain in full force and effect and the void or unenforceable condition shall be treated as “pro non script” In the event of a dispute not being resolved then both parties can agree to appoint an independent arbitrator.

12. INTERPRETATION AND GOVERNING LAW

12.1. This agreement shall be governed by English Law and the parties consent to the exclusive jurisdiction of the English Courts in all matters regarding it.

I _____ (Name)
.....
.....

Representative of the client hereby sign the terms and conditions to acknowledge I have read and understood.

SIGN:	
DATE:	