



Soapranos Cleaning Services LTD Terms and Conditions

THIS AGREEMENT IS MADE ON THE _____
(Date)

BETWEEN

“The Supplier” - Soapranos Cleaning Services LTD registered office 28 Newton Street, Clitheroe, Lancashire BB7 1DD

AND

“The Client” _____
(Name and address of the client)

IT IS HEREBY AGREED AS FOLLOWS

1. Interpretation

- 1.1. Except where the context requires otherwise, words importing the masculine shall include the feminine; words importing the singular shall include the plural; words importing natural personage shall be equally applicable to corporate personage; and vice versa.
- 1.2. References to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors of such.

2. Relationship Between the Parties

- 2.1. The Client engages the Supplier to provide the services specified in these terms and conditions and attached schedules.
- 2.2. No term of this agreement or course of dealings between the parties shall operate to make the Supplier an employee or agent of the Client.
- 2.2. Neither party shall assign or transfer any of their rights, liabilities or obligations arising under this agreement without the prior written consent of the other party.

3. The Quotation

- 3.1. The Client engages the Supplier to provide cleaning services, and the detail of the services provided shall be specified in a separate document (“the Quotation”). The Quotation shall set out:
 - a) The services which the supplier will undertake for the Client
 - b) The date or time period within which the service will be performed
 - c) The costs which the Client shall be charged for the performance of the services including
 - i. Any fees which the Supplier shall charge
 - ii. Any disbursements or expenses which the Supplier will require the Client to meet (including but not limited to the costs of materials)
 - iii. Any VAT or tax element which will be payable by the Client



Soapranos Cleaning Services LTD Terms and Conditions

3.2. The Quotation shall be attached to these terms and conditions as a schedule and where a contract is entered into between the Supplier and the Client, the Client will be deemed to have accepted the content of the Quotation in full.

4. The Services and the Time and Manner of their Delivery

- 4.1. The Supplier will provide such services to the Client as are set out in the Quotation.
- 4.2. The services will be provided to the Client within the timeframe specified in the Quotation.
- 4.3. Time frames and dates of delivery are provided for guidance only and the Supplier makes no guarantee that the services will be performed within the specified period. For the purposes of this agreement, time shall not be of the essence and the Supplier shall not be liable for any loss or damage suffered by the Client as a result of the delivery of services being delayed or postponed for any reason.
- 4.4. Any drawings, descriptions, plans, catalogues, promotional materials or concept designs are for the purposes of illustration only, and except where specified otherwise they are approximations and are not intended to be a full and exact representation of the services to be provided.

5. Payments

- 5.1. The contract price is set out in the Quotation, which includes details of the charges which the Supplier will make for labour, materials and parts as well as any taxes or additional costs or expenses or disbursements which the Supplier may charge to the Client.
- 5.2. The intervals at which the Supplier may invoice the Client in respect of the whole or an installment of the contract price are set out in the Quotation.
- 5.3. Notwithstanding 4.1 and 4.2 above, the Supplier may vary the contract price from the amount set out in the Quotation where he has provided services which are different or in addition to those set out in the Quotation either at the specific request of the Client or because he has been required to complete additional work which was not anticipated at the time the Quotation was made, or because of market fluctuations in the price of materials.
- 5.4. The Client agrees:
 - a) Not to withhold any sums due to the Supplier.
 - b) To settle all invoices raised by the Supplier within 14 days.
 - c) To pay to the Supplier interest at a rate of 8 percentage points per annum above the Bank of England base rate on any payments which are not settled in accordance with section 4.3(b).
 - d) To pay to the Supplier such costs and expenses as he may incur in recovering payment from the Client where the Client fails to make payment in accordance with these terms and conditions.



Soapranos Cleaning Services LTD Terms and Conditions

6. Variation of Service and Cancellation of Scheduled Cleaning Visits

- 6.1. Where the Client and the Supplier have agreed that cleaning services will be provided on specific days and at specific times, the Client may cancel or vary the timing of any scheduled visit provided that he gives the Supplier 7 days' notice of the cancellation or variation.
- 6.2. Where the Client does not give sufficient notice of cancellation or variation in line with the above, he shall be liable to pay the full payment due in respect of the cancelled visit under this agreement.

7. Client's Obligations

- 7.1. The Client shall co-operate with the Supplier as may be necessary to facilitate this agreement, including but not limited to:
 - a) Permitting the Supplier access to the property or location in which the cleaning services are to be supplied or undertaken ("the Site"), including the provision of spare keys to the Supplier.
 - b) Providing for the Supplier such facilities as may be necessary in order to allow him to complete the cleaning services, including electrical power and hot water.
- 7.2. Where the Supplier stores or keeps any materials or equipment on Site, the Client shall be responsible for the security and safety of such and shall account to the Supplier for any loss or damage.
- 7.3. The Client shall make the Supplier aware of any health and safety or security requirements which apply to the Site.
- 7.4. The Client shall be responsible for ensuring that all valuable, delicate or fragile items of property are adequately insured.

8. Supplier's Obligations

- 8.1. The Supplier shall perform all duties, services and obligations under this contract with reasonable care and skill and to a reasonable standard. He shall comply with all relevant codes of practice and statutory or regulatory requirements.
- 8.2. The Supplier shall be entitled to perform the services through a subcontractor or employee, but shall be responsible for ensuring that any subcontractor is suitable and competent to perform the services.
- 8.3. The Supplier shall take all reasonable care with the Client's property, including taking reasonable steps to protect the Client's furnishings and wall and floor coverings and any fragile items during the provision of cleaning services, but cannot take responsibility for any damage which is caused.
- 8.4. The Supplier shall be responsible for managing and arranging the safe and lawful disposal of any waste materials which are generated or removed from the Client's property as a result of the provision of the Services.
- 8.5. The Supplier shall at all times hold a valid employer and public liability insurance policy and shall hold and keep up to date any and all licenses or permits as may be required in order to provide the services.

9. Guarantee and Complaints About the Standard of Service



Soapranos Cleaning Services LTD Terms and Conditions

9.1. The Supplier provides to the Client, in addition to any statutory rights which the Client may have, a guarantee that the cleaning services provided under this contract shall be free from defective workmanship, notwithstanding that this guarantee shall not apply to:

- a) Defects or flaws which are as a result of any misuse, failure to adequately and properly maintain, neglect or failure to follow instructions or recommendations on the part of the Client.
- b) Any defect or flaw which is caused by damage which is not in itself a result of some defect in the workmanship.

9.2. The Supplier shall, at his sole discretion, determine the manner in which he will satisfy this guarantee, whether by re-performing the cleaning services or by refunding to the Client all or part of the monies which have been paid.

9.3. Where the Client considers that the cleaning services are defective then he shall notify the Supplier of this within 24 *hours* of the defect coming to his attention, failing which he shall not be entitled to claim the benefit of this guarantee.

9.4. Where the Client is dissatisfied with the standard of cleaning services which are provided by a particular subcontractor or employee of the Supplier then he should notify the Supplier of his concerns as soon as possible and permit the Supplier to continue to provide the services through another subcontractor or employee.

10. Termination of this Contract within the Cooling Off Period (Where Client is a Consumer)

In accordance with the *Cancellation of Contracts Made in a Consumer's Home or Place of Work etc Regulations (2008)*, and where the Client is a consumer within the meaning of section 12 of the *Unfair Contract Terms act 1977*, the Client may cancel this contract within 7 calendar days of signing this agreement (or within whatever extended period the Supplier may specify in the Quotation) and shall be entitled to a full refund of any monies paid to the Supplier, less an amount representing any reasonable administration costs which the Supplier has incurred. Any cancellation outside this period will not entitle the Client to a refund of any monies

11. Termination of this Contract (General)

11.1. This agreement shall continue until the services (or any mutually agreed addition, extension or variation thereof) have been provided, or until terminated in accordance with the below.

11.2. Without prejudice to the above this agreement may be terminated immediately where any of the following circumstances arise:

- a) Either party commits a serious breach or persistent breaches of this agreement including but not limited to the non-performance, neglect or default of any of his duties as outlined herein (including a failure on the part of the Client to make payment within agreed timescales) and after notice of this breach has been given to the defaulting party it remains unremedied and unrectified 14 days after such notice.
- b) Either party commits a breach of this agreement which cannot be remedied.
- c) Either party becomes insolvent or enters into a CVA or IVA or ceases to carry on the whole or substantially the whole of its business.

11.3. Upon termination of this agreement the Client shall pay to the Supplier such sums as



Soapranos Cleaning Services LTD Terms and Conditions

may represent work done and expenses incurred up to and including the date of the termination.

- 11.4. Any right to terminate this agreement shall be without prejudice to any accrued rights or liabilities arising out of this agreement which are in existence at the date of termination.

12. Disclaimers and Exclusions

- 12.1. The Supplier shall not be responsible in any circumstances to the Client or any third party for any loss of profit or indirect or consequential economic damage or loss, howsoever caused, whether as a result of negligence, misrepresentation, breach of contract or otherwise.
- 12.2. Nothing in the forgoing shall be read as restricting or limiting in any way the Supplier's liability for death or personal injury.

13. Indemnity

- 13.1. The Client shall indemnify the Supplier against any loss or damage which results from the Client's breach of this agreement or failure to abide by any of its terms.
- 13.2. The Client shall indemnify the Supplier against any loss or damage which results from injury to the Supplier or his agents caused by any danger or risk on Site, or any defective equipment or materials which are provided by the Client.

14. Force Majeure

Neither party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside his reasonable control including but not limited to acts of God, industrial action, war, fire, threat of terrorism, civil disturbance or rioting, government or regulatory action, breakdown in plant or machinery, or shortage of raw materials or supplies.

15. Warranty of Contractual Capacity

Both parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals.

16. Whole Agreement, Governing Law, Severability and Miscellaneous Provisions

- 16.1. This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both parties.
- 16.2. This agreement shall be governed by the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- 16.3. All clauses, sub-clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.
- 16.4. All terms, conditions and covenants contained in this agreement shall bind the parties



Soapranos Cleaning Services LTD Terms and Conditions

and their heirs, legal representatives, successors to title and permitted assignees.

- 16.5. Nothing in these terms and conditions shall incur any rights on a third party and no third party may enforce any provision of this contract under the *Contracts (rights of Third Parties) Act*.
- 16.6. The failure by either party to enforce any provision of this agreement shall not be deemed a waiver or limitation of that party's right to subsequently compel and require strict compliance with every provision of this agreement.

17. Finder's Fee

- 17.1. If Following the termination of the Supplier services, the Client employs any cleaner that has been introduced to them by the Supplier within a period of 6 calendar months from the date of the termination of the Suppliers service the Client will be liable to a finder's fee of £1250.

IN WITNESS OF WHICH the parties have executed this agreement on this day and date

On behalf of the Supplier

On behalf of the Client

(Sign)

(Sign)

(Print Name)

(Print Name)

(Position if signing on behalf of a company)

(Position if signing on behalf of a company)

(Date)

(Date)