



TERMS AND CONDITIONS

1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 'Company' represents Greenstar Commercial Cleaning Ltd., Paygate Works, Crawcrook, Tyne and Wear, NE40 4PA, its employees and sub-contractors.
- 1.2 'Client' represents the person, organisation or company that purchases goods and or services from the 'Company'.
- 1.3 'Specification Document' represents a statement of work, quotation and or other similar document describing the goods, services and or prices to be supplied by the Company.
- 1.4 'Agreement' means these Terms and Conditions together with the terms of any applicable Specification Document.

2. GENERAL

- 2.1 Greenstar Commercial Cleaning Ltd. Terms and Conditions represent a contract. All Clients placing business with the Company accept the Terms and Conditions, and the purchase of goods and or services constitutes agreeing to the Terms and Conditions and any Specification Document. Specification Documents are subject to these terms and conditions. The Terms and Conditions prevail and take precedence over any terms and conditions of the Client.
- 2.2 Before the sale of goods and or services the Client shall notify the Company immediately if the Client does not agree with the contents of these Terms and Conditions and or the Specification Document.
- 2.3 Greenstar Commercial Cleaning Ltd. reserves the right to make any changes to any part of these Terms and Conditions. Updates are available at www.greenstar-cleaning.co.uk
- 2.4 In requesting goods and or services to be supplied by the Company verbally, by telephone, e-mail, fax or any other form of communication the Client agrees to be bound by these Terms and Conditions.

3. PRICE AND PAYMENT

- 3.1 The price for goods and or services will be set out by the Company to the Client within the Specification Document and will be binding upon the commencement of services or delivery of goods.
- 3.2 If the Client's procedures require so, a purchase order shall be submitted to the Company prior to commencement of services or delivery of goods.
- 3.3 Invoiced amounts shall be due and payable within 28 days of the date of invoice. In some cases the Company shall be entitled to charge interest on overdue invoices from the date when payment becomes due until the date of payment at a rate of two percent per annum above the base rate of the Bank of England.
- 3.4 Invoiced amounts over due 90 days or more entitles the Company to use legal procedures to recover the outstanding amounts.

4. ALTERATIONS TO THE SPECIFICATION DOCUMENT

- 4.1 All parties may at any time mutually agree upon and execute new Specification Documents. Any amendments in the scope of the services to be provided under this Agreement shall be set out in the new Specification Document, which shall reflect the changed goods and or services, price and any other terms agreed between the parties.
- 4.2 The Client is required to request any amendments to the Specification Document by notice in writing to the Company, specifying the amendments required and date for the amended / new specification document to supersede the previous document.

The Company will respond to the Client's request by issuing a new specification document to the Client by the date upon which the new specification document becomes binding.

4.3 The Company is required to request any amendments to the Specification Document by notice in writing to the Client, specifying the required amendments and date for the amended / new specification document to become binding. The Company will issue a new specification document to the Client by the date upon which the new specification document becomes binding upon receiving written notice of acceptance from the Client.

4.4 If the Client fails to respond before the date has passed for a new specification document to become binding, the Company may suspend the supply of goods and or services to the Client until such time that both parties have agreed a new specification document.

5. SUPPLY OF SERVICES

5.1 In the supply of all cleaning services where the Company fails to supply the services at the agreed date and time due absenteeism of staff outside of the control of the Company, the Company will supply a replacement member of staff at their discretion no later than 48 hours.

5.2 In the supply of all cleaning services the time for commencement of the work is an estimate and is subject to variation by the Company in the event of congested traffic, late arrival of equipment and or materials and or other events beyond the Company's reasonable control.

5.3 In the supply of all cleaning services the Company, without notice to the Client, shall replace the designated operative with another operative where the regular operative is unfit for work due to sickness or other circumstances where the operative is unable to attend work. In all circumstances where the regular operative is absent and the company are unable to provide an immediate replacement a replacement operative will attend no later than 24 hours.

5.4 In the supply of all cleaning services any equipment owned by the Client, that the Client permits the Company to employ in undertaking the Client's requirements, must be in good working order and have passed the required safety standards applicable to the equipment.

5.5 In the supply of all cleaning services it is the Client's requirement to provide hot water and electricity for the Company to undertake the Client's requirements unless agreed otherwise.

5.6 In the supply of all cleaning services where the specification document states the Client will supply all materials required to undertake the requirements of the Client, and the Company is to supply labour only, the Company will charge the market rate for the supply of materials in any circumstances where the Client has failed to provide the required materials. The charge levied falls outside the requirement for both parties to agree a new specification document.

5.7 In the supply of all cleaning services where preliminary timescales have been given within the specification document to complete the tasks listed within the specification document, they are given an estimate only based similar size premises and or tasks. The Company in such circumstances will request amendments to the specification document due to the variables involved in estimation.

5.8 In the supply of all cleaning services the Company does not undertake wall and ceiling cleaning and laundry. If the Client requires the cleaning of walls and ceilings the Company does not accept liability for any damage caused to the finished surface in either testing the surface or cleaning the surface.

5.9 In the supply of all cleaning services where the Client requires the Company to lock and unlock the premises and or set or unset alarm systems the Client is required to supply keys in full working order and or door codes and alarm system codes prior to the commencement of services by the Company.

5.10 In the supply of all cleaning services if the Company is unable to gain access to the Clients' premises through faulty and or incorrect keys, door codes or alarm systems the Company reserves the right to charge the Client the total value of the work to be undertaken.

5.11 In the supply of all cleaning services if an alarm system(s) is triggered by the Company and the codes provided are incorrect and or have been changed without the Company's knowledge, the Company does not accept liability for any costs incurred by the Client as a result.

5.12 In any circumstance where the Company is required to collect or return keys from a third party's address outside the postal code of the premises where work is to be undertaken a charge £25.00 plus the applicable rate of VAT may apply.

5.13 The Company reserves the right to amend any timescales and or costs to achieve the Client's requirements where the Client has verbally instructed the Company to undertake work at premises not surveyed by the Company and where no specification document exists and information supplied by the Client is inaccurate, incorrect, incomplete and or unreasonable in achieving the Client's requirements.

5.14 In the supply of End of Tenancy cleaning services all premises must be unoccupied. The Company does not accept liability for any loss and or damage to tenant's personal items within the property where the Client has instructed the Company to undertake the work. The personal items shall be orderly gathered into 1 room unless instructed by the Client to dispose of such items.

5.15 In the supply of End of Tenancy cleaning services where the Client instructs the Company to remove and dispose personal items belonging to tenants; a charge at the market rate will be levied to cover the costs associated with the removal and the Company will not accept liability for the belongings.

5.16 In the supply of End of Tenancy and Builders Cleaning services the Company reserves the right of refusal to undertake work free of charge, where the Company has satisfactorily completed the Client's requirements and the premises are re-soiled due to other person(s) having access to the premises prior to occupation of the premises by the designated tenant.

5.17 In the supply of all services by the Company the Client understands that in some cases property and or possessions are unable to be cleaned 'as new' standard due to general wear and or tear, old and or permanent damage, old and or permanent stains and or deterioration. In such situations the Client shall not classify the work undertaken as unsuccessful and full payment is required.

6.INDEPENDENT CONTRACTORS

6.1 The Company and the Client are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Company may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Client and such engagement shall not relieve the Client of its obligations under this Agreement or any applicable Specification Document.

7.POSTPONMENT & CURTAILMENT

7.1 Without prejudice to any other rights to which the Company may be entitled, in the event that the Client unlawfully terminates and / or cancels the goods and services agreed to in the Specification Document, the Client shall be required to pay to the Company, as agreed damages and not as a penalty, the full amount of any third party costs to which the Supplier has committed and / or in respect of cancellations of less than 28 days written notice the full amount of the goods and or services contracted for as set out in the Specification Document, and the Client agrees this is a genuine pre-estimate of the Company's losses in such a case.

7.2 In the event that the Client or any third party, not being a sub-contractor of the Company, shall omit or commit anything which prevents or delays the Company from undertaking or complying with any of its obligations under this Agreement, then the Client shall notify the Company as soon as possible and;

7.2.1 The Company shall have no liability in respect of any delay to the completion of any

work;

7.2.2 If applicable, the timetable for the work will be modified accordingly;

7.2.3 The Company shall notify the Client at the same time if it intends to make any claim for additional costs.

7.3 In the supply of daily, weekly, fortnightly or monthly cleaning services the Client may on occasion cancel specific dates without incurring charges if the Company is given 48 hours prior notice of cancellation.

7.4 In the supply of all cleaning services by the Company, the Client agrees to pay the full price of the service if the Client cancels and or changes the date and or time less than 48 hours to commencement.

7.5 In the supply of all cleaning services by the Company, the Client agrees to pay the full price of the service if the Client fails to provide a means of access to the premises and it is intended that the Client, or representative of the Client, is present to provide access to the premises for the Company.

7.6 In the supply of all cleaning services by the Company, the Client agrees to pay the full price of the service if the Company is refused access to the premises by the Client or the Client's representative and is unable to undertake the scheduled work.

8. TERMINATION

8.1 The Company and or Client may terminate the contracted supply of goods and or services to the other by giving a 28 day notice period in writing and shall specify a date for the cessation within the notice document.

8.2 Either party may terminate this Agreement forthwith by notice in writing to the other if;

8.2.1 The other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 28 calendar days of being given written notice from the other party to do so;

8.2.2 The other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

8.2.3 The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

8.2.4 The other party ceases to carry on its business or substantially the whole of its business; or

8.2.5 The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

8.3 The Client agrees that after the termination of the supply of any cleaning service by the Company that the Client is prevented from hiring or employing any past or present employee, representative or sub-contractor of the Company for a period of 12 months from the termination of the supply of the services. In any event that the Client does hire any past or present employee, representative or sub-contractor of the Company within the time scale a referral fee and introduction fee of £1000.00 + vat is payable to the Company.

9. WARRANTY

9.1 GOODS: The Company warrants that as from the date of delivery for a period which reflects the warranty period provided by the individual manufacturer of the goods, the goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials.

9.2 SERVICES: The Company warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

9.3 In the supply of all services by the Company in circumstance that the Client is unsatisfied with the completed work, the Company must be notified with 24 hours of completion.

9.4 In circumstances outlined in 9.3 the Client shall give the Company opportunity to assess the Client's complaint and the Client agrees that the Company be given 48 hours to remedy the Client's complaint satisfactory to the parameters outlined in the specification document unless agreed otherwise. Failure on behalf of the Client to adhere invalidates the claim and full payment is required.

9.5 The Company accepts no liability for work not completed and or poor standard of work if the Client and or other parties are undertaking work of any nature in the same premises at the same time of the Company.

10. INSURANCE

10.1 Greenstar Commercial Cleaning Ltd. are insured -
Public & Products Liability - £2,000,000.00

10.2 In the supply of all cleaning services by the Company all breakages and or damages shall be reported by the Client within 24 hours. No claims can be made by the Client any period after 24 hours of completion of work by the Company.

10.2 The Client shall provide the Company with all material facts regarding breakages and or damages upon which the Company shall make an assessment.

10.3 In circumstance of damage and or breakage the Company will undertake repairs where possible or shall credit the Client with cost of a replacement item and or any other associated costs on production of a purchase receipt and or invoice.

10.4 The Client is required to remove or secure all fragile and highly breakable items. Items excluded from liability are: cash, jewellery, items of sentimental value, art and antiques.

10.5 The Company accepts no liability for any instance caused by faulty and or defective and or unsuitable equipment and or materials supplied by the Client.

11. LIMITATION OF LIABILITY

11.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Company to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.

11.2 In no event shall the Company be liable to the Client for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Company had been made aware of the possibility of the Client incurring such a loss.

11.3 Nothing in these Terms and Conditions shall exclude or limit the Company's liability for death or personal injury resulting from the Client's negligence or that of its employees, agents or sub-contractors.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Company, and the Client shall do all that is reasonably necessary to ensure that such rights vest in the Company by the execution of appropriate instruments or the making of agreements with third parties.

13. FORCE MAJEURE

13.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including Employers Liability - £10,000,000.
but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other

party of the nature and extent of such events.

14. INDEPENDENT CONTRACTORS

14.1 The Company and the Client are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Company may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Client and such engagement shall not relieve the Company of its obligations under this Agreement or any applicable Specification Document.

15. ASSIGNMENT

15.1 The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

16. SEVERABILITY

16.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

17. WAIVER

17.1 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at anytime subsequently to enforce all Terms and Conditions of this Agreement.

18. NOTICES

18.1 Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

19. ENTIRE AGREEMENT

19.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

20. NO THIRD PARTIES

20.1 Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

21. GOVERNING LAW AND JURISDICTION

21.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.