

## A Quick Note Before We Begin

We've designed this agreement to be as clear and straightforward as possible. It protects both of us, reflects how we like to work, and sets out what you can expect from NuServe and what we'll need from you to deliver our best work. It covers the essentials: what we're providing, what it costs, how we'll work together, and what happens if anything changes. We've kept the legal bits in but removed anything unnecessary. If anything feels unclear, just ask. We want this to feel right for you from day one.

## Terms & Conditions

The parties have entered a mutually agreeable arrangement for cleaning services, consumables and other services as required ("**Services**") for the prices detailed in the Contract Particulars and as otherwise agreed in accordance herewith. NuServe has priced its offer in accordance with these T&Cs, the Contract Particulars and Appendices (collectively the "**Agreement**"). In the event of a conflict, the Contract Particulars shall prevail.

### 1. Our Obligations

- 1.1 We will provide the Services in accordance herewith using reasonable skill and care.
- 1.2 Staff will be provided and supervised and trained in the use of chemicals and equipment provided by us.
- 1.3 Staff will be smartly dressed in a NuServe branded uniform.
- 1.4 We use reasonable endeavours to vet our staff and believe them to be reliable, discreet and honest.
- 1.5 We will ensure that our staff are aware of the need for security and safety at the Premises in accordance with your reasonable instructions.
- 1.6 We require our staff, wherever possible, to use a tracking system to log their times on site. This system is for our internal quality control records only.
- 1.7 We agree to furnish reasonably required details of staffing information to you upon written request. This shall be provided within a reasonable time for purpose of re-tendering or other reasonable purpose.
- 1.8 In the unlikely event of complaints, they will be dealt with promptly, courteously and efficiently and you will be notified of steps taken to rectify the issue. Complaints must be directed to our Operations Director to ensure they are properly addressed.
- 1.9 We use reasonable endeavours not to inconvenience people working at the Premises.
- 1.10 We will ensure that the machinery which we bring onto the Premises (which will always remain our property) remains in good working order and will be PAT tested in accordance with regulations.
- 1.11 We will ensure that, for the term of this Agreement and for 1 year thereafter, we will maintain comprehensive policies of insurance for Public, Products and Employer Liability of £10,000,000 each in any one occurrence, and for Professional Liability for £5,000,000 in any one occurrence and will provide you with a valid certificate upon request.
- 1.12 We will keep confidential information we obtain about you/your business in performing the Services.

### 2. Your Obligations

Our ability to provide the Services depends on your full and timely co-operation and the accuracy and completeness of any information you provide. You agree to provide the following:

- 2.1 Access to the Premises at the required times and all information (including your up-to-date security and safety policies) that we reasonably need to fulfil our obligations.
- 2.2 Adequate lockable space at the Premises for storage of our equipment, cleaning materials and Consumables.
- 2.3 Clean hot and cold water and a safe and operational electricity supply.

2.4 You will ensure that the Premises are safe and that unrestricted access to the Premises and the Services working area is provided. You may refuse access to the Premises if you reasonably believe that our employees, agents or subcontractors would be at undue risk.

2.5 You will operate a desk and kitchen tidy policy at the Premises to allow our operatives to perform the Services to the standard required within the allocated Services timings.

2.6 Whilst it is not our normal practice, you may require us to use chemicals and/or other materials not supplied by us. This request must be in writing and agreed by us in writing. If permission is granted, you will be responsible for the training of our staff in the use of the chemicals and/or other materials and for all the associated Health and Safety. Appropriate Control of Substances Hazardous to Health assessments must be sent to us prior to use of chemicals and/or other materials supplied by you.

2.7 You will pay us promptly for the Cleaning Service Charge and for any other Services and Charges as agreed in accordance with clause 5 below.

2.8 You will keep any information you may have about us or our business confidential.

2.9 You agree to review our work and provide feedback in a timely manner.

### **3. Changes to the Services and Variations**

3.1 If you, during the Term, introduce any changes to the cleaning schedule or location of Services or Premises that might necessitate the redundancy of any cleaning staff employed by us in providing the Services, we will first meet to discuss the feasibility of redeploying affected personnel. We will take reasonable steps to redeploy personnel, either to your existing or new Premises upon your request or, where possible to deploy them to alternative local contracts operated by us. If, after making all such reasonable efforts, we are unable to do so, you shall reimburse us for all statutory redundancy pay costs (as well as any payment payable in lieu of notice and any accrued holiday entitlement payments) actually incurred by us. Please see clause 8 below as well.

#### **3.2 Variations**

3.2.1 Any variation hereto (other than changes to the Charges from any Price Review Date or as otherwise contemplated in clause 5.4 for which the appropriate notice has been given or for orders of Consumables) must be in writing and signed by the parties. The provisions of any other ad hoc services or goods other than Consumables shall also be agreed in writing and signed by the parties.

3.2.2 Any cancellation of ad hoc Services ordered must be given in writing at least 48 hours prior to the service being delivered, failing which charges shall nevertheless apply. Notwithstanding such cancellation, any goods ordered for ad hoc Services shall be paid for if they have been ordered by us.

3.2.3 You agree to provide us with all access necessary to perform ad hoc and periodic Services.

3.2.4 Where the Services include any Periodic Services (as contemplated in the Contract Particulars), which Periodic Services are billed monthly, and you wish to cancel any Periodic Service (or any instance or part thereof), any charges for such Service will only be credited to you if we are given at least 48 hours prior written notice of cancellation. Notwithstanding any such cancellation, any goods ordered for Periodic Services shall be paid for if they have been ordered by us. The foregoing only applies to such Periodic Services.

### **4. Consumables**

At your request, as specified in the Contract Particulars or as agreed, we will supply Consumables (paper products, bin liners, soap etc.) to your Premises. Consumables will be provided by us at the prices as detailed within the Contract Particulars Appendix 2 (or as otherwise agreed) and are charged in addition to the Charges for the Services. If you find any defects in the Consumables, please let us know ASAP and we will endeavour to replace them promptly. The risk and title in the Consumables (as well as any other goods sold to you by us) pass to you when delivered to the Premises. At your request we can forecast the likely cost of Consumables for a 12-month period and will invoice you 1/12th of this amount at the start of each month. At the end of the 12 months or at periodic intervals, we will reconcile the actual amount of Consumables provided with the forecast and will then invoice any additional Consumables we have provided or give you a refund if the actual amount consumed is less.

## 5. Charges and Payment

5.1 We will issue invoices electronically for our Cleaning Service Charge on the 1st of each month. Any ad hoc or additional Services or Consumables charges ordered will be invoiced during the month of completion of such service or on delivery of Consumables to the Premises. You will pay all invoices by BACS within 30 days of date of invoice (“**Due Date**”). If payment is not received by Due Date, we reserve the right to suspend Services until full payment is made.

5.2 If any amount is disputed in good faith, please contact us immediately to discuss the matter so we can work together to resolve it. If any undisputed amount remains due on any invoice beyond Due Date, we may suspend the Services until such amounts are paid.

5.3 In the unlikely event that you don’t pay us on time we will be entitled to charge interest. If we decide to charge interest, it will run from the due date of payment up to the date payment is made at the rate of 8% per annum above the HSBC base rate at the time, accruing daily. We will invoice interest separately and it will be payable immediately.

### 5.4 Increased Cost Charges

It is likely that costs will increase each year on the Price Review Date. If the initial term of this Agreement is longer than 12 months, or during any renewal period after the first 12 months, the price of the Services may be increased annually. Unless otherwise agreed in writing, any increase will reflect changes in inflation and/or adjustments to the National Living Wage or London Living Wage (as applicable) and will be based on the cost model and team rates previously shared with you. Where our employees, agents or subcontractors are paid above the applicable Living Wage, we aim to maintain that pay differential. Any such increase in Charges on each Price Review Date shall be notified to you in writing in advance. You agree to such increases in Charges on each Price Review Date.

Any increase in costs due to changes in law, regulation or other factors outside our control (including but not limited to increases in employer pension contributions, National Insurance or statutory sick pay) shall also be recoverable through an increase in the Charges (whether such cost increases occur during the initial term or thereafter). Any changes in the scope of the Services, specification or material changes to building occupancy will be accounted for also. Any such increase in Charges will take effect from the date of the relevant change and shall be notified to you in writing in advance. You agree to such increases in Charges.

For clarity, no further consent or agreement is required from you for any increases in Charges notified to you under this clause. Should you have any queries or concerns regarding such increases, please reach out to us and we will gladly engage with you with a view to agreeing a solution.

## 6. Feedback

We endeavour to always provide a good service and would like your feedback on anything you think we could improve. If you are dissatisfied for any reason with our Services, ad hoc services or the Consumables, please let us know in writing within 5 days of us providing same. We will work with you to find a solution if we can as soon as possible and without further cost to you, unless the reason for the fault is found to lie with you. All complaints must be directed to NuServe’s Operations Director for us to ensure that they are properly addressed. We like to receive good feedback as well, but will assume that you are satisfied with our Service if we do not hear from you.

## 7. Warranties

7.1 Each party warrants that it has full power and authority to enter and perform hereunder.

7.2 We have the experience and ability to do everything we’ve agreed, and we’ll do it in a professional and timely manner carrying out the Services with reasonable care and skill.

7.3 You warrant that all information provided is correct and acknowledge that we have relied upon such information for pricing the Services.

7.4 Save as expressly provided, we don’t give any warranties in relation to the Services or any goods supplied.

## **8. Transfer of Staff to Us**

8.1 If any staff transfer to us under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) at the commencement hereof, we will take responsibility for the employees with effect from the Commencement Date until the Agreement termination date including in respect of all accrued but untaken holiday entitlement. We will ensure that, to the extent legally required, each employee who lawfully transfers to our employ under the TUPE Act 2006, will be employed under the same terms and conditions as enjoyed whilst employed by the employer from whom he/she transferred. The foregoing shall remain subject to our due diligence regarding a transferee's eligibility to work in the UK and at your Premises.

8.2 We are responsible for any direct cost, claim, liability, expense or demand from any employee which arises from any act or omission by us during the employee's term of employment with us provided that this does not arise due to a breach by you (or the previous employer) of your/their obligations under TUPE. You agree that we are not responsible for, and you indemnify us against, any cost, claim, liability, expense or demand from any employee which arises from any act or omission by their past/future employers provided that this does not arise due to a breach by us of our obligations under TUPE, and that addressing such issues and the costs that arise from such issues, will be the responsibility of whoever employed the staff at the time of the incident which gives rise thereto.

8.3 You will provide us, or to ensure that the current employer provides us, with all necessary information regarding such employees and any accrued entitlements and liabilities prior to transfer.

8.4 If the information required by the preceding paragraphs is not made available to us in full before the signature date of this agreement, we reserve the right to adjust the Charges for the Services once the information has been received. We will, of course, discuss this with you. You shall indemnify us in respect of any liabilities, costs, or claims arising from any failure to provide accurate or complete information regarding transferring employees.

8.5 If this Agreement is terminated by you (including, without limitation, as a result of a force majeure event), or the scope of the Services is reduced such that any employees engaged in providing the Services (or part thereof) are no longer required by us, we will first meet to discuss the feasibility of redeploying affected personnel. We will take all reasonable steps to redeploy personnel, either to your existing or new Premises upon your request or, where possible to deploy them to alternative local contracts operated by us. If, after making all reasonable efforts to redeploy affected personnel, we are unable to do so, you shall reimburse us for all statutory redundancy pay costs, any payment payable in lieu of notice and all accrued but untaken holiday entitlement payments actually incurred by us. If we agree in writing that the affected employees are to be transferred to you or to a new service provider under TUPE, you agree to indemnify and keep indemnified NuServe against all costs, claims, liabilities, expenses or demands (including, without limitation, legal costs on a full indemnity basis) incurred by us arising out of or in connection with: (i) the transfer of such employees to you or a third party; (ii) any act or omission by you or such third party in relation to such employees following transfer; (iii) any subsequent dismissal or redundancy of such employees after transfer (including any claims for unfair dismissal, redundancy payments, or failure to inform and consult); and (iv) all accrued but untaken holiday entitlement payments as at the transfer date, except to the extent that any such costs, claims, liabilities, expenses or demands arise as a result of any breach by us of obligations hereunder or under TUPE.

## **9. Limitation of liability**

9.1 In the unlikely event that a problem occurs that is our fault, you agree that it is reasonable for us not to be liable to you or any third-party for indirect damages, including lost profits, lost savings or other incidental, consequential, punitive or special damages, even if you've advised us thereof and you accordingly indemnify us against any such damages, claims, loss or liability. All indemnities provided by you in this Agreement (including but not limited to those relating to TUPE and employee transfer) shall survive termination hereof.

9.2 If we use chemicals and/or other materials supplied by you, we will not be responsible for any damage caused by the proper use thereof, and you indemnify us against any claims arising therefrom.

9.3 Nothing herein operates to exclude/limit our liability which cannot be excluded or limited under applicable law including to the extent applicable: (i) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; (ii) fraud/fraudulent misrepresentation; (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or (iv) defective products under the Consumer Protection Act 1987, but, subject to this, our aggregate liability in respect of claims based on events in connection with this Agreement, whether in contract or tort, will not exceed the higher of the limit of our insurance liability limits or the net profit made by us hereunder.

## 10. Termination

10.1 Subject to the Contract Particulars, this Agreement is for an initial period of 12 months from the Commencement Date, shall automatically renew for further periods of 12 months and may be terminated by either party at any time by giving not less than 3 months' written notice. If the Customer terminates this Agreement prior to the expiry of the initial 12-month term, for any reason other than our material breach, the Customer shall remain liable for all remaining depreciation charges associated with any equipment purchased/supplied by us for purposes of delivering services. Such charges shall be calculated up to the end of the initial term and are payable upon termination.

10.2 Either party may terminate this Agreement immediately at any time by written notice if:

- the other commits any material breach of its obligations hereunder (which includes but is not limited to a failure to perform the Services in line with agreed service levels) which, if capable of remedy, is not remedied within 10 working days from notice in writing; or
- the other: (i) ceases to trade (either in whole, or as to any part/division involved in the performance hereof); or (ii) becomes insolvent or unable to pay its debts within the meaning of applicable insolvency legislation.

### 10.3 Consequences of termination

After termination of this Agreement:

- You must: (i) immediately pay our invoices and any final invoice issued by us unless such invoices are disputed due to the Services not being performed to agreed service levels; (ii) continue to treat any information you hold about us/our business as confidential; and (iii) subject to the below regarding the application of TUPE in the event of termination, not solicit or entice away or attempt to entice away any employee, sub-contractor or agent of ours who has worked on the Services or ad hoc Services hereunder at any time during the 12 months preceding termination, nor authorise the taking of such action by any other person.
- We will continue to treat any information we hold about you or your business as confidential.
- Our liability will continue to be limited by the terms hereof.
- Clause 8.5 above shall apply and, without limitation to such provisions: (i) Subject to all applicable data/privacy laws, we will provide, at least 28 days before termination (or, if this Agreement is immediately terminated, as soon as reasonably practicable) a list of all the transferring staff, together with such information as you or any new service provider may reasonably require for the purpose of complying with TUPE; (ii) Subject to all applicable data/privacy laws, you will provide us within 5 working days of the termination with contact details of the contractor taking over the services or part thereof, or, if the services or part thereof are being taken in-house, the name and contact details of the person responsible for the transfer of our staff to your employ; and (iii) the parties will co-operate to ensure that any requirement to inform and consult with employee representatives is fulfilled.

## 11. Data Protection

NuServe is committed to protecting your privacy. You acknowledge that you have read NuServe's Privacy Statement regarding GDPR which accompanies this Agreement. You will comply with the General Data Protection Regulation (EU) 2016/679, the UK Data Protection Act 2018 and all other applicable data/privacy laws in connection herewith including (without limitation) in relation to any personal data shared with or processed by us.

## 12. Sexual Harassment Policy

The parties are committed to maintaining workplaces free from sexual harassment. Sexual harassment includes, without limitation, unwanted sexual advances, requests for sexual favours and other verbal/physical conduct of a sexual nature that creates an intimidating/hostile/offensive environment. Both parties must ensure that reasonable steps to prevent sexual harassment are taken (which shall include regular training, clear reporting procedures for complaints and periodic risk assessments to ensure compliance). Both parties agree to implement and monitor measures to reduce risks regularly. Customer agrees to support us in fulfilling these obligations and to ensure that workplace practices comply with applicable laws related to sexual harassment and its prevention. Any reports of sexual harassment will be taken seriously and investigated promptly, with appropriate actions taken based on the findings.

## 13. Other Provisions

13.1 **Entire Agreement:** The Contract Particulars (including Appendices) and these T&Cs constitute the entire agreement between the parties regarding their subject matter and supersede and replace all prior agreements between us, whether oral or in writing.

13.2 **Severance:** If for any reason a part of this Agreement becomes invalid/unenforceable, the other parts will remain in force.

13.3 **Waiver:** Any waiver of any right is only effective if in writing. No waiver can be implied by a party taking or failing to take any action.

13.4 **Third Party Rights:** For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Agreement is not intended to, and does not, give any person who is not a party any right to enforce any of its provisions.

13.5 **No Partnership:** Nothing herein shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties.

13.6 **Employee Buyout Remuneration:** An introduction fee or buyout fee may be incurred by you when/if a staff member of ours wishes to join your company during the Term/any renewal Term. This would normally be a one-off fee, subject to written agreement by all parties.

13.7 **Force Majeure:** Neither party ("**Claiming Party**") shall be liable for any delay or non-performance caused by an event that is beyond its reasonable control including, without limitation, pandemic, lightning, flood, explosion, war, civil disorder, industrial disputes or acts of any competent authorities which is not foreseeable and which event or the consequential inability to perform its obligations hereunder couldn't have been avoided by the Claiming Party ("**Force Majeure event**") provided that the Claiming Party gives prompt written notice thereof and uses all reasonable endeavours to continue to perform its obligations. Both parties shall take all reasonable steps to mitigate the effects of any Force Majeure event. Either party may terminate giving 6 weeks' written notice, such aspects of this Agreement as are materially affected by the Force Majeure event, and clause 10.3 shall apply. Neither party shall be entitled to rely on this clause in respect of its inability to pay, in whole or in part, a sum due hereunder.

13.8 **Notices:** Notices hereunder must be sent to the email address of the party noted in the Contract Particulars or to any other email address that the party has notified in writing to the other as the address for service. Notices shall be deemed to have been served by email, in the absence of a bounce-back, one hour after sending.

13.9 **Assignment:** You may not assign or transfer any of your rights or obligations hereunder without our prior written consent. We may assign or transfer our rights or obligations hereunder to any group company or in connection with a sale of our business or assets related to the Services.

13.10 **Governing Law & Jurisdiction:** This Agreement is governed by and construed in accordance with the laws of England and Wales. The courts of England have exclusive jurisdiction (or non-exclusive if you are a consumer) to settle any dispute or claim that arises out of this Agreement.