

Terms and Condition

1. The Terms of this agreement will be for twelve calendar months from the effective date. This agreement will be automatically renewed for additional 12 month periods under the same terms and conditions until terminated by either of the parties hereof giving written notice 90 days before the initial or subsequent Anniversary dates.
2. If the Customer terminates the Agreement without any proven and accepted contractual cause or reason, the customer will be liable for recompensing EXCELLENCE FLOOR CARE LTD T/A EXCELLENCE CLEANING. (hereinafter referred to as 'The Company') in full for demonstrated loss of profits and overheads, either for the balance of the agreement or ninety days, whichever is the greater period.
3. The Customer, for proven and accepted non-performance can terminate the agreement, before termination is effective the customer must give written notice of defect to the company and allow 30 days to either rectify defect or issue a formal notice of defence. If neither of these requirements is met to the reasonable satisfaction of the customer, the customer shall notify the company formally of its intent to terminate the Agreement giving thirty days notice.
4. Subject to any specific provisions to the contrary in this agreement, all sums payable shall be paid in pounds sterling.
5. The customer agrees to pay the company before the 25th of each month for services rendered within that month and for the consumables procured in the previous month. The company reserves the right to judge the customer in default of this agreement and terminate immediately if payment is not received by the company by the 30th of the month following the month in which the contracted services was rendered. Termination of this agreement does not constitute a waiver by the company for any monies owed by the customer for prior services rendered or consumables procured on site.
6. Subject to clauses 5 and above and any Act of Parliament the company reserves the right to charge interest at the prevailing bank rate plus 8% points per calendar month on any sum or sums from time to time outstanding under any contracts to which these conditions apply.
7. The Agreement does not include within the Contract Amount for the provision of any form or level of service on any statutory holiday days.
8. The Company agrees to provide such labour, supplies and supervision necessary to provide the contracted services to the named Areas. The Company will select all personnel to perform its obligations hereunder, with those personnel being employees or subcontractors of the company. The company may assign or sublet the whole or any part of its interests or obligations under this agreement to an affiliate, partner or subsidiary company.
9. The Company/Customer (delete as required) agrees to make available all equipment necessary to provide the contracted services to the named areas.
10. Either party shall have the right to request a transfer of employee or subcontractor within reasonable notice issued.
11. On each anniversary date of this agreement, the customer concedes that the contract amount will be subject to an RPI increase using the Office for National Statistics and the RPI figure available for the month nearest to the anniversary. Increases in National Minimum Wages or increases as a result of statutory legislation will be passed on to the customer accordingly.
12. The customer can employ any employee or subcontractor or agents of the company provided a finders fee of twelve months the value of the agreement is paid within seven days of such employment, in addition to which the provisions under clause 2 will prevail.
13. The Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of the Company.
14. It is expressly agreed that the Company is and independent contractor and is not, and will not be an employee or agent of the customer.
15. The rights and duties of the company under this agreement are personal and may not be assigned or transferred. The customer is obliged to provide details of any incoming contractor for TUPE purposes before termination can be effective.
16. The rights and duties of the company under this agreement are personal and may not be waived or otherwise affected in any way by the employee or representative of the Company.