



# Maintenance Agreement

Excellence Floorcare Ltd t/a Excellence Cleaning  
Cedar Lodge, York Road, Shiptonthorpe,  
York YO43 3PH  
01904 200205  
enquiries@excellencefloorcare.co.uk

Date of quote:

Customer:

Trading Name (if different):

Site Address:

Invoice Address  
(if different):

Post Code:

Tel:

Mobile:

Post Code:

Contact Name:

Tel:

Fax:

Email:

THIS IS AN AGREEMENT BETWEEN THE CUSTOMER AND EXCELLENCE FLOORCARE LTD T/A EXCELLENCE CLEANING.

DATED: WITH A SERVICE DATE OF:

EXCELLENCE FLOORCARE LTD T/A EXCELLENCE CLEANING AND THE CUSTOMER AGREE THE WORKING AREA OF THIS AGREEMENT AS FOLLOWS:

FREQUENCY:

BOTH PARTIES AGREE THAT THE STANDARD SERVICE AS DESCRIBED IN THE EXCELLENCE FLOORCARE SCHEDULE WILL BE PERFORMED FOR THE CONTRACTED AMOUNT OF:

+ VAT PER WEEK

+ VAT PER CALENDER MONTH

EXCELLENCE FLOORCARE LTD T/A EXCELLENCE CLEANING AND THE CUSTOMER AGREE TO ABIDE BY THE TERMS AND CONDITIONS AS SUPPLIED THE SAME TO BE MADE PART OF THIS AGREEMENT BY THIS REFERENCE.

CUSTOMER ( SIGNATURE)

EXCELLENCE FLOORCARE LTD T/A EXCELLENCE CLEANING  
(SIGNATURE)

CLIENT (PRINT NAME)

(PRINT NAME)

## Standing Order Mandate

Bank:

Branch:

Address:

Post Code:

First Payment

Date:

Amount:

Frequency:

Last Payment

Date:

Amount:

or until you receive further notice from us in writing

Quoting the Reference: Excellence Floorcare Ltd t/a Excellence Cleaning

Please cancel my previous Standing Orders in favour of the above mentioned amount

Account to be Debited

Name:

Account Number:

Sort Code:

Signature:

# Terms and Conditions

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.(Hereafter 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. In the event that the Customer identifies any deficiencies in the Services provided, the Customer agrees to notify the Company in writing, specifying in reasonable detail the nature of the issue(s). Upon receipt of such notice, the Company shall be afforded no fewer than three (3) opportunities, within a reasonable timeframe, to investigate, address, and rectify the reported deficiencies to the Customers' reasonable satisfaction. Termination of this Agreement by the Customer on the grounds of service dissatisfaction shall only be deemed valid if the Company has failed to take reasonable steps to remedy the issue(s) following the aforementioned opportunities for rectification. This clause shall not prejudice the Customer' right to terminate the Agreement under any other provisions expressly stated herein, provided that such rights are exercised in accordance with the terms of this Agreement
4. 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.
5. Subject to any specific provisions to the contrary in this agreement, all sums payable shall be paid in pounds sterling.
6. 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.
7. 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.
8. The Agreement does not include within the Contract Amount for the provision of any form or level of service on any statutory holiday days.
9. 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.
10. The Company/Customer {delete as required} agrees to make available all equipment necessary to provide the contracted services to the named areas.
11. Either party shall have the right to request a transfer of employee or subcontractor within reasonable notice issued.
12. 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.
13. 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.
14. The Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of the Company.