

1. Basis of the Agreement

1.1 These set of terms and conditions constitute the full and complete service agreement (the "Agreement") between the contracting customer ("The Client") and Solution One Services ("SOS") (The "Services").
1.2 Solution One Services ("SOS") agrees with the contracting customer ("The Client") to carry out the cleaning requirements (as set out in The Proposal Document for these terms) (the "Services")
1.3 Upon the Commencement Date of the Services offered by SOS (which will be deemed to be the date hereof) The Client accepts these terms and conditions without limitation.

2. Supply of Services

2.1 Throughout the term, SOS shall provide the Services in accordance with the specification outlined in the Proposal Document unless otherwise agreed between the parties.
2.2 SOS shall take all reasonable steps to perform its obligations regarding the Services within the time specified, but such times are estimates only and time shall not be of the essence for the purposes of this contract. This is a contract for Services and any delays or variance in time shall not entitle the Client to rescind the contract.
2.3 SOS shall not be liable for any delay or failure in carrying out its obligations which is due to any cause outside SOS's reasonable control. This is including, without limitation, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of SOS or of a third party) but shall be entitled to payment of the Charges up to and including the date it is prevented from performing the services and for the cost of all materials supplied, wages paid and consequential employment costs during any period that SOS is prevented from performing its contractual obligations.

3. Obligations of The Client

3.1 The Client agrees to pay for the Service at the rates agreed and specified in the Proposal Document as the Charges for the duration of this agreement. The first payment is due on the Payment Date and subsequent payments monthly in arrears.
3.2 If the Client wishes the Service to be carried out at weekends, on bank holidays or during office/factory shutdowns, an additional charge will be made and the amount of the additional charge shall be at the discretion of SOS. An additional charge may also be made if the Client requires additional work to be carried out which is outside the usual scope of The Proposal Document, this rate to be agreed, in advance, in writing between the parties.
3.3 The Client must make payment of the Charges in full on or before the Payment Due Date and without any deduction, counter-claim, set off or abatement unless agreed in writing by SOS
3.4 SOS will exercise its statutory right to claim interest for late payment at the Bank of England base rate prevailing at the end of the day upon which payment becomes due, plus 8% and compensation for debt recovery costs pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. Any interest received will be donated to Charity.
3.5 In the event that the Client wishes to terminate the contract, in accordance with clause 8 due to finding services from an alternative provider for a lower price. The Client must inform SOS in writing and allow SOS to provide a competitive quote for the services.

4. VAT

4.1 All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes.

5. Materials

5.1 Responsibility for provision of cleaning materials are to be agreed between the parties in writing. SOS will generally supply cleaning chemicals unless otherwise agreed. The Client is to supply any other cleaning materials as required and machinery unless otherwise agreed between both parties in writing.

6. Liability

6.1 SOS shall have no liability for any business interruption, loss of profit, use, goodwill or other indirect or economic financial or consequential loss however caused to the Client. SOS will have no liability in respect of any loss caused by its failure to secure the premises of the Client.
6.2 SOS shall not be liable for any loss, damage or delay suffered by the Client to the extent that any such loss, damage or delay is attributable to instructions given to SOS the Client or anyone authorised to act on behalf of the Client or who represents themselves to SOS as being authorised to act on behalf of the Client
6.3 The liability of the Client to SOS will be for personal injury, any business interruption, loss of profit, use, goodwill or other indirect or economic financial or consequential loss however caused as well as any other breach of this Contract
6.4 In the event that any third party makes a claim against SOS for loss or damage, the Client agrees to fully indemnify SOS against such costs, claims, losses or damages resulting from such third party claim.

7. Health and Safety

7.1 The Client shall inform SOS of any security requirements and procedures at the site and the Client shall be responsible for making any necessary arrangements (including provision of passes, permits and keys to SOS) in order for SOS to comply with such security requirements and procedures. If SOS loses any such passes, permits and/or keys its liability shall be limited to the costs of replacement of any passes, permits or keys, and SOS shall not be responsible for any consequential costs and expenses arising from any such loss.
7.2 SOS reserves the right to temporarily suspend or refuse to carry out the Service if, in its reasonable opinion, it is unsafe or impractical to do so or the site is not suitable to perform the services (including without limitation appropriate power, lighting and hot and cold water supplies. The Client shall then take such steps as are necessary to remedy the situation. SOS's normal charge out rates will apply during any period of suspension.

8. Termination

8.1 The Contract shall be for a period specified in the Proposal Document as the Term from the Commencement date and shall continue thereafter until the end of The Term.
8.2 The Client may not end the Contract within the Term unless agreed in writing with SOS. In doing so, the full Charges for the remainder of the Contract Term will become due immediately to SOS.
8.3 Without limiting its other rights or remedies, SOS may suspend or terminate (at its sole discretion) provision of the Services under the Contract if the Client:

8.3.1 fails to pay any amount due under this Contract on the due date for payment;
8.3.2 is insolvent, or SOS reasonably believes that the Client is about to become insolvent;
8.3.3 fails to provide CC materials or assistance as SOS may reasonably require to provide the Services.
8.3.4 The Client breaches any provisions of this agreement.
8.4. On termination of the Contract for any reason:
8.4.1 The Client shall immediately pay to SOS all of the outstanding unpaid invoices and interest of SOS and, in respect of Services supplied but for which no invoice has been submitted, SOS shall submit an invoice, which shall be payable by the Client immediately on receipt;
8.4.2 clauses which expressly or by implication survive termination shall continue, in full force and effect including the right to claim damages for a breach of this Contract.
8.5 SOS reserves the right to terminate all or any of its contracts with the Client provided one month's notice of its intention to terminate is given in writing to the Client.
8.6 Should the Client wish to terminate the contract after the Term has expired, the Client must give 3 months prior written notice to SOS before the end of the Term and anytime thereafter. A breach of this will entitle SOS to 3 months payment of the Charges which will become due immediately to SOS, without limiting SOS's other rights or remedies under this Contract.
8.7 If SOS provide the Client with a Gratis period and the Contract or Services end before the end of the Term, this Gratis period will become fully payable to SC immediately, without limiting SOS's other rights or remedies under this Contract.

8.8 If the Term agreed is a rolling monthly contract the Client must give 1 clear months notice to SOS prior to terminating the contract. Failure to do so will be a breach of this Contract for which 3 months Payment will become immediately payable, without limiting SOS's other rights or remedies under this Contract.
8.9 The monthly performance reviews will be based upon the Monthly Service Feedback from the Client (provided by SOS - see attached Document) which is to be submitted by the Client each month. The Monthly Feedback form must be submitted to SOS no later than 5 working days after the monthly invoice date by the Client. Should the Client find a service unsatisfactory, they must report the same in this format and provide SOS with full details of the issue in order that SOS may implement corrective solutions. Failure by the Client to provide a completed Monthly Feedback form within this period will be automatically logged as "positive feedback" for the relevant month by SOS. Reasonable time must be allowed for SOS to implement any corrective measures. In the event of any dispute arising from this clause (8.9) then the Dispute Clause 16 will be followed by both parties.

9 Assignment

9.1 This agreement and all rights under it may be assigned or transferred by SOS. This agreement and all rights may not be assigned or transferred by The Client without obtaining prior written consent from SOS

10 Jurisdiction

Each party irrevocably agrees the Agreement shall be governed by English law and that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

11. Notices

11.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service, commercial courier, fax or email.
11.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.1; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
11.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12. Waiver

12.1 The failure of CC at any time or times to require performance of any provision hereof shall not affect that party's right to enforce such provision at a later time.

13. Severance

13.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

14 Third Parties

14.1 It is the intention of the parties that no person not a party to this Agreement shall have any rights in relation to it under the Contracts (Rights of Third Parties) Act 1999.

15. Entire Agreement

15.1 This Agreement sets out the entire agreement between the parties in connection with its subject matter and neither party has entered into this Agreement in reliance on any warranty, representation or statement made by the other which is not set out in this Agreement. Any counter parts will only constitute an original of this Agreement when duly signed by both parties.

16. Dispute resolution

16.1 If any dispute or difference of any kind shall arise between the parties in connection with or arising out of the Contract or the carrying out of the Service, it shall be dealt with in accordance with the following procedure:
16.1.1 The authorised representatives for both parties shall first attempt to resolve the dispute amicably and in good faith,
16.1.2 If this is not possible within 10 working days of the dispute arising, the matter shall be referred, with the Client, to SOS's Manager, who will attempt to resolve it;
16.1.3 If within the following 20 working days the dispute remains unresolved, either party may refer the matter to the Directors of SOS for resolution;
16.1.4 Failing agreement under 16.1.3 above, the parties shall attempt to agree upon the identity of an independent

arbitrator. If agreement cannot be reached within 7 working days either party may request the British Institute of Cleaning Science to appoint an arbitrator of its choosing, who shall have full power to review and revise any decision, instruction, or opinion of either or both parties, and award costs as he/she deems appropriate. The decision of the arbitrator shall be final and conclusive, and binding on both parties save in the absence of fraud or manifest errors.

17. Data Protection and Confidential Information

17.1 Each party will comply with the obligations imposed by the Data Protection Act 1998, and all personal data acquired by either party from the other shall be returned to the disclosing party on request. The Client agrees to indemnify SOS in respect of all losses or fines arising from unauthorised disclosure of personal data.
17.2 The Client must not disclose any Confidential Information of SOS to any third party save where such disclosure is ordered by a court

18. Statutory Requirements

18.1 If at any time during the period of this Contract, there is an increase in the direct labour cost or other costs to SOS in providing the work or services pursuant to this contract, resulting from additional employment liabilities, including (without limitation); changes to National Insurance Contributions; Workplace Pensions; National Minimum Wage; National Living Wage or other liabilities imposed on SOS by legislation or other changes in the law, after the date of Commencement of this Contract then the Charges may be increased pro rata with effect from date that the changes come in force, any such increase will not enable a termination of this Agreement by the Client.
18.1.1 Both parties to this Agreement recognise that upon termination of the contract with SOS, employees may be covered by the Transfer of Undertakings Protection of Employment) Regulations 2006 (TUPE). As such both parties will comply with their statutory obligations under these Regulations. Where a new contractor has not been appointed or identified by the termination date, or if the cleaning activity is to be conducted by the Client, all Obligations under these Regulations will be transferred to the Client.
18.1.2 In the event of a competitive tender exercise, SOS agrees to comply with any reasonable instruction from the Client for the provision of employee liability information under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE).

19. Liquidated Damages Clause

19.1 In the event of a breach of this agreement by the Client and in the event of SOS exercising its rights to terminate the agreement pursuant to clause 8.3.1 to 8.3.4 The Client shall pay to SOS 3 months' of SOS's normal monthly charge out rate where demanded by CC to reflect SOS's reasonable loss as a result of termination. The parties agree that this sum is a genuine pre-estimate of SOS's loss should any of these circumstances arise.

20. No solicitation

20.1 The Client agrees not to solicit any of SOS's employees, sub-contractors or agents during the term of this agreement and/or for period of twelve months after expiry or termination of this agreement. A breach of this will result in recruitment charges of £1,000 plus damages for breach of contract. The Client undertakes not to damage the goodwill of SOS. This clause shall survive termination of the agreement.

21. Definitions and Interpretations

"Intellectual Property Rights" all intellectual property rights whether registered or unregistered, goodwill in such rights and rights to use and protect the confidentiality of confidential information.
"Materials" the products, supplies or other material provided by the Client or SOS in accordance with the Proposal document and to enable the Services to be conducted
"Order" the order by the Client for the supply of Services.
"Proposal Document" the document prepared by SOS specifying the Services, Terms, Agreement and Charges between the parties.
"Payment Date" the date of monthly payment in arrears as specified in The Proposal Document
"Quotation" any quotation or Proposal Document for the Services setting out the scope of the Services and Charges payable.
"Site" the address as notified to SOS as being the premises, at which the Services will be carried out, set out in the Proposal Document.
"Services" the specifications provided in The Proposal Document.
"The Term" the length of time that the Services are agreed to be supplied for in the Proposal Document, starting on the Commencement Date and finishing upon the end of the agreed duration. During this time the Services cannot be terminated by the Client without full payment of the Charges for The Term.
"Termination" notice by either party to bring the Agreement to an end in accordance with these terms and conditions. In these Conditions, the following definitions apply:
"The Agreement" The agreement between the parties as stated in the Proposal Document for these services in accordance with these terms and conditions
"Business Day" a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Charges" the amount payable for the Services or any other amount specified in these terms for late payment
"Client" the person or firm who purchases the Services from Solution One Services.
"Commencement Date" the first date at which the Services commence including any free Services or trial
"Conditions" these terms and conditions as amended from time to time
"Confidential Information" any confidential information in whatever format and whether or not recorded in any permanent form relating to any of the business affairs or activities of the Company including (but not limited to) corporate, financial, commercial, sporting, employment, regulatory, taxation or legal matters (including plans or proposals in relation to any of the foregoing) whether or not such information is marked as confidential
"Contract" The Proposal Document and the Agreement of Services between Solution One Services and the Client for the supply of Services, in accordance with these Terms and Conditions and the Proposal Document.
"Solution One Services" The Trading name for Solution One Services Ltd. (Registered in England and Wales with the company number 097180

