

Swift Office Cleaning Services Employees Confidentiality Policy Agreement

Parties:

Swift Office Cleaning Services (Hounslow) Limited hereby referred to as 'the Company' and refers to our employees, suppliers, agents, consultants, distributors.

Employee of Swift Office Cleaning Services (Hounslow) Limited hereby referred to as 'You'.

Our client's company, employees, suppliers, agents, consultants, distributors, clients, or their employees is hereby referred to as 'clients'

During employment with Swift Office Cleaning Services employees may obtain or have access to information that is confidential to the business of the Company or our clients. Information concerning Swift, its suppliers, agents, consultants, distributors, clients, customers or employees is strictly confidential and must not be disclosed to unauthorised persons. This obligation shall continue in perpetuity. Disclosures of confidential information or disclosures of any data of a personal nature can result in prosecution for an offence under the Data Protection Act 1998 or an action for civil damages under the same Act in addition to any disciplinary action taken by Swift Office Cleaning which may lead to dismissal.

You agree that:

1. During your employment and after its termination, you will not use, divulge or communicate to any person, firm or organisation (except in the proper course of your duties during your employment by the Company) any of the trade secrets or other confidential, technical or commercial information of the Company, its suppliers, agents, consultants, distributors, employees, clients or their clients, customers, or employees relating to the business, organisation, accounts, analysis or other affairs of the Company which you may have received or obtained or which has come to your knowledge while working for the Company.
2. Confidential information includes but is not limited to:
 - a) Any information relating to the trading position, business, products, services, affairs and finances of the Company including (but not limited to) marketing information and plans, market opportunities, product lists, the Company's financial information, results and forecasts, manpower or expansion plans, the remuneration and benefits paid to the Company, its suppliers, agents, consultants, distributors, clients or their clients, customers or employees and their needs and requirements, the terms of business with them and the fees and commissions charged to or by them, information relating to prospects and tenders contemplated, offered or undertaken by the Company and any other matters connected with the products or services manufactured, marketed, provided or obtained by the Company.
 - b) Technical data and know-how relating to the business of the Company, its suppliers, agents, consultants, distributors, clients or their clients, customers, or employees including (but not limited to) product designs and specifications, product lists, ideas, inventions, drawings and plans, research and development, manufacturing processes, techniques, formulae, trade secrets, computer systems and software, costs, margins, prices, production and business methods, business plans and forecasts and any other technical matters connected with the products or services manufactured, marketed, provided or obtained by the Company.
 - c) Any incident or investigation relating to the Company's operations or business, or confidential reports or research commissioned by or provided to the Company.

- d) Any document or item marked as confidential or which you are told is confidential and any information which is given to the Company, its suppliers, agents, consultants, distributors, clients or their clients, customers, or employees or other persons.
3. You will not without the prior written consent of the Company, permit any confidential information:
 - a) To be disclosed, divulged or communicated, whether directly or indirectly, to any third party (including to any other employee or officer of the Company), except to those authorised by the Company to know or as required by law; or
 - b) To be copied or reproduced in any form or to be commercially exploited in any way; or
 - c) To be used for your own purposes or for any purposes other than those of the Company or to be used or published by any other person; or
 - d) To be transferred to your own personal e-mail account, regardless of your proposed reasons for doing so; or
 - e) To pass outside your control.
 4. You agree that you will inform the Company immediately upon becoming aware, or suspecting, that a third party knows or has used any of the Company's confidential information.
 5. This restriction will continue to apply after the termination of your employment.
 6. This restriction will cease to apply to any information which may come into the public domain through disclosure by the Company or otherwise than as a result of direct or indirect disclosure by you in breach of the terms of this clause.
 7. You will keep a record of the confidential information that you receive, and you will make that available to the Company on request.
 8. All confidential information is the property of the Company and you agree to hand all documents containing confidential information and any copies which are in your possession or under your control over to the Company on the termination of your employment or, at the request of the Company, at any time during your employment. For this purpose, the term 'documents' includes computer discs, memory sticks, portable hard drives and all other materials capable of storing data and information. If required by the Company under the terms of this provision, you will also give a written undertaking that all confidential information has been duly returned to the Company or permanently deleted or destroyed.
 9. The wrongful disclosure of confidential information or other breaches of confidentiality is a disciplinary offence. Depending on the seriousness of the offence, it may amount to potential gross misconduct and could result in your summary dismissal.
 10. Nothing in this clause shall prevent you from disclosing information where public policy or public interest genuinely overrides the duty of confidentiality in respect of the same; or information which you are entitled to disclose under the Public Interest Disclosure Act 1998, provided always that the disclosure is made following the provisions of that Act.
 11. You should be aware that your online behaviour could break defamation, data protection or privacy laws. For instance, if an employee posted damaging or libellous comments about a company or its products or publishing sensitive commercial data; or if an employer divulged protected personal data, such as giving away details of salary, political or religious beliefs or disciplinary records.

12. You will not at any time either during your employment or afterwards, to the detriment or prejudice of the Company or its employees, the Company's clients, their clients or employees breach copyright, use or divulge to any person, firm or company, except in the proper course of your duties during your employment by the Company, any confidential information identifying or relating to the Company, its clients, their employees or their clients' details of which are not in the public domain, or such confidential information or trade secrets relating to the business of any client of the Company which have come to your knowledge during your employment. This obligation shall continue in perpetuity.
13. Photography is not permitted on our clients' sites unless written permission has been given by the client or the management of Swift Office Cleaning. The use of mobile devices or electronic devices is not permitted whilst on the client's premises.
14. You must not disclose Company secrets, breach copyright, defame the Company, its employees, clients, client's clients, suppliers, or employees, or disclose personal data or information about an individual that could breach the Data Protection Act 1998 or upload photographs taken at our clients' site on your blog or any social networking website.
15. Disclosures of confidential information, trade secrets or disclosures of any data of a personal nature can result in prosecution for an offence under the Data Protection Act 1998 or an action for civil damages under the same Act. In addition to any disciplinary action taken by Swift Office Cleaning which may lead to dismissal Swift may pursue you for all liabilities, costs, (including legal costs) expenses, damages and losses suffered or incurred by Swift Office Cleaning Services arising from any breach of this policy and/or from the acts or omissions of you or someone representing you.
16. Some clients may require us to undertake a Criminal Records check for any convictions which make it undesirable for the candidate to undertake this post. Any information employees provide will be treated as strictly confidential. A conviction will not automatically disqualify you from employment, but any failure to disclose is likely to result in your dismissal. By signing below, you acknowledge that you understand a criminal records check may be made although we will inform you this has been requested before any application.
17. You may not use any of our Client's telephones, fax machines, copiers, computers, office equipment and consumables. No unauthorised use of the internet or email is allowed.
18. You shall not alter or adjust or interfere with any heating ventilation and other controls in the client's premises.
19. Unless otherwise instructed by a representative of our Client or your line manager, when rooms are left they must be left with doors and windows closed and lights turned off.
20. When leaving the premises unattended the alarm systems must be armed or activated following the instructions provided.
21. All documents, letters, files, notes, or records in the client's premises are to be regarded as confidential and are not to be opened and read. Any documents, letters, files, notes, or records in the premises are not to be removed from the premises, copied or transmitted by any means to anyone or disclosed to or discussed with anyone.
22. You must adhere to all statutory requirements, particularly concerning Data Protection.

23. You should also be aware that regardless of any action taken by Swift Office Cleaning, a breach of confidence could result in a civil action against employees for damages.
24. You must ensure that all Swift Company records are never left in such a manner that unauthorised persons can obtain access to them. Entry codes and passwords for client premises must be kept confidential.
25. You must take extreme care with any keys, passwords or entry codes entrusted to employees. All confidential material must be kept safe and in good condition and employees must return such material to us upon request at any time whether during your employment or upon the termination of that employment. Under no circumstances are employees permitted to allow any unauthorised person, animal or articles onto our client's premises.
26. You must be aware that their bags, cases or holdalls may be searched at any time whilst on a Swift Office Cleaning's client's site and they should co-operate with any reasonable request. Refusal would be regarded as a breach of contract and may lead to dismissal. For full details contact Head Office, telephone 0208 577 3200.

27. Information concerning the Company, its clients or employees is strictly confidential and must not be disclosed to unauthorised persons. This obligation shall continue in perpetuity.
28. Disclosures of confidential information or disclosures of any data of a personal nature can result in prosecution for an offence under the Data Protection Act 1998 or an action for civil damages under the same Act in addition to any disciplinary action taken by Swift Office Cleaning.

29. **Term** This Agreement shall commence on the Effective Date of signature. The obligations under this Agreement shall remain valid in perpetuity.
30. **Governing Law.** This Agreement and the corresponding relationships of the Parties shall be governed by and construed following the laws of England and the Parties submit to the exclusive jurisdiction of the English courts.

AGREED and signed:

For Swift Office Cleaning Services (Hounslow) Limited

Employee

Name (print)

Name (Print)

Signature

Signature

Date

Date

Swift Confidentiality Policy Agreement 08.14 will be kept under review.

J Wright
Managing Director
April 2022