

**Swift Office Cleaning Services (Hounslow) Limited**  
**Terms and Conditions of Business**

Between Swift Office Cleaning (Hounslow) Limited (Swift, the Company, we, us) and the 'Client' 'you' as defined in the Specification.

**1. AGREEMENT**

- 1.1 These Conditions set out the basis upon which Swift Office Cleaning shall perform cleaning services and supply cleaning materials and equipment (**the Services**) for you as set out in the Specification.
- 1.2 The Specification is an offer for you to purchase Services in accordance with these Conditions and to enter a binding contract with us.
- 1.3 If any of these Conditions are inconsistent with any term on the Specification, these Conditions shall prevail.
- 1.4 These Conditions together with the Specification or any correspondence, whether in a letter or email, constitutes the entire agreement (**Agreement**) between you and us.
- 1.5 The Client reserves the right to amend the Specification, if necessary, before the commencement date of the Agreement. Any such changes shall be notified to us in writing within five business days before the commencement date of the Agreement.
- 1.6 The Agreement shall become binding on you when we first perform the Services.
- 1.7 We may vary the terms of the Agreement by giving you at least one (1) calendar month's written notice. Should you not agree with the changes you may terminate with one (1) calendar month's written notice.
- 1.8 A copy of the latest Agreement will be available on our website [www.swift-cleaning.co.uk](http://www.swift-cleaning.co.uk).

**2. PROVISION AND QUALITY OF SERVICES**

- 2.1 Unless we are prevented from doing so by a force majeure event or by reason of us not entering your premises due to no fault of our own, we will provide the Services as set out in the Specification which:
  - a) are conducted with reasonable care and skill
  - b) comply with all applicable statutory and regulatory requirements for the performance of cleaning services in England
- 2.2 This warranty does not absolve you from your legal rights in relation to enabling us to enter the premises freely and safely and/or perform the Services.
- 2.3 Unless agreed in writing in advance, our staff must only use equipment, tools, cleaning chemicals and consumables supplied by us.
- 2.4 We will supply the Services from the date agreed by both parties until otherwise terminated in accordance with these Conditions.
- 2.5 It is your responsibility to advise your staff and visitors of the dates and times when the cleaning service will be conducted. You must warn your staff to expect disturbance during the cleaning times and be vigilant for Swift cleaning staff in the building and the dangers related to cleaning such as wet floors and/or trailing cables.

- 2.6 Our charges are calculated on a 52 week a year. If you shut or close your premises for any reason (for example Christmas, Bank or Public Holidays) you shall be liable for the full cost of the Services even if they have not been performed. Should you require cleaning on a Bank or Public holiday this would be an additional charge to your company at your normal hourly rate.
- 2.7 In the event of a client relocation, or closure of the contract premises, the terms and conditions will remain valid until proper notice has been given in accordance with clause 8.3
- 2.8 Swift Office Cleaning shall provide adequate staff and cleaning materials to ensure that the client's premises are cleaned. Any indications of staffing levels and timings included in the contract specification is for guidance only. Swift Office Cleaning reserves the right to amend staff deployment levels and timings at any time, without notice. If a shift is missed through no fault of the client, Swift agrees to credit an amount equal to the direct labour cost of that shift, on the condition that Swift is notified in writing within three working days of the missed shift.
- 2.9 We reserve the right to suspend the provision of our Services without any liability if in our reasonable opinion your premises are or will highly likely be dangerous or do not comply with Health and Safety legislation and or you do not provide us with the complete and correct information or instructions. You shall be liable for the full cost of the Services even if they are not performed.
- 2.10 Any electrical equipment supplied by us but stored on your premises must be included in your annual Portable Appliance Testing (PAT) arrangement. Our staff will visually inspect electrical equipment supplied by us for faults or wear and tear before each use.
- 2.11 To enable us to perform our Services safely and efficiently you must provide us with a dedicated, cool, dry, ventilated, lockable safe cupboard area for our equipment, cleaning chemicals and consumables storage. The equipment always remains the property of Swift Office Cleaning Services (Hounslow) Limited. If it is not possible to provide such a cupboard we cannot accept responsibility for any loss, accident or damage caused by the presence of our equipment, cleaning chemicals or consumables on your site. We cannot accept responsibility for any loss, accident or damage caused using our equipment or cleaning chemicals without the authorisation of our senior management.
- 2.12 If the Transfer of Undertakings (Protection of Employment) Regulations 2006 and its amendment in 2014 (TUPE) legislation is found to apply to this contract the client agrees to indemnify Swift Office Cleaning against any costs or liabilities incurred including but not restricted to any increase in wage rates payable and any claims for unfair dismissal.

### 3. DEFECTIVE SERVICES

- 3.1 Swift will consider the continuance of its daily Services without complaint to imply the client's satisfaction with the execution of the contract. If in the unlikely event the Services do not conform with these Conditions or the Specification any such complaints should be in writing or email to the Operations Director – Mr Gazdic danny@swift-cleaning.com. Notice must be within three working days of the occurrence, to enable us to rectify the issue, failure to do so would prohibit any retrospective credits. Upon receipt of such notice, Swift will take all necessary action, without cost to the client, to investigate and rectify the complaint.
- 3.2 Upon us becoming aware that the Services supplied by us to you are not in accordance with the Specifications and these Conditions in all material respects, we will investigate your complaint. If we consider your concerns are justified, we shall provide you with a full or a partial refund if it is reasonable to do so.
- 3.3 Swift shall have no liability to the Client for any loss, damage, costs, expenses, or other claims for compensation arising from any fault of the Client.
- 3.4 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for:
- (a) Death or personal injury caused by negligence; and
  - (b) Fraud or fraudulent misrepresentation.
- 3.5 Swift shall not be liable for a claim unless notice in writing summarising the nature of the claim and, as far as is reasonably practicable, the amount claimed, has been given by the Client to a Director of Swift within five working days of the date on which the incident giving rise to such claim has occurred.

### 4. PRICE AND PAYMENT

- 4.1 The current price of the service will be reviewed annually subject to 4.2 and 4.3, unless the parties agree otherwise, in writing. However, should our costs increase for reasons beyond our control Swift Office Cleaning reserves the right to increase its charges with one (1) calendar months' notice to reflect such a change. Should the client refuse to accept any price changes they may terminate the agreement with one (1) calendar months' notice.
- 4.2 The Government's National Living Wage was introduced on 1<sup>st</sup> April 2016. To meet its legal obligations Swift Office Cleaning reserve the right to make any necessary increase to invoices to reflect a rise in either the Minimum Wage, London Living Wage or National Living Wage whichever should apply.
- 4.3 Prices shown are exclusive of VAT. However, if the rate of VAT changes after the date of the Specification, we shall without liability charge you the applicable VAT rate when such rate takes effect. It is a legal requirement to ensure employees receive the correct rates of pay in all instances.
- 4.4 You will be liable for the full cost of any consumables i.e., toilet rolls, black refuse sacks etc., used or supplied in the performance of the Services which shall be invoiced to you monthly. Prices of consumable products are subject to change in line with inflation's effect on our supplier's costs or scarcity of the item.

- 4.5 You will not be entitled to any refund or reduction in the price if you close your premises or if we cannot gain entry to perform the Services due to no fault of our own.
- 4.6 Our invoices are raised on a calendar monthly basis i.e., twelve times a year. You shall be invoiced for Services, consumable products and any other items provided during that month, errors and omissions excepted, on the last day of each calendar month. Payment is due within 30 days of the date of invoice.
- 4.7 If you do not pay the invoice in full within 60 days of the payment due date, you agree to pay and be liable to repay us for all and any costs we incur in recovering the money you owe us including our full legal costs on an indemnity basis and any costs relating to our use of a debt collection agency. We reserve the right to refer any invoices outstanding beyond 60 days to our solicitors who will be entitled to charge you their full costs plus VAT in addition to the outstanding invoice amount to cover their costs.
- 4.8 No claim or dispute which the client may at any time have or purport to have with or against Swift Office Cleaning shall entitle the client whether by claim or setoff, counterclaim or otherwise, to defer or make any deductions from the charges due to Swift Office Cleaning hereunder.
- 4.9 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may suspend the performance of the Services until you have paid the outstanding amounts. Failure to pay on time could result in our termination of the contract with immediate effect.

### 5. OUR LIABILITY TO YOU

- 5.1 If we fail to comply with these Conditions, we are responsible for foreseeable loss or damage that you suffer that is a direct result of our gross breach of these Conditions or our gross negligence. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our gross breach or if it was contemplated by us at the time we entered into this Agreement.
- 5.2 We do not accept any liability whatsoever for any loss suffered or incurred as a result of our non-performance of the Services if such non-performance is no fault of our own.
- 5.3 We do not accept any liability whatsoever for any loss or damage howsoever caused to an item, for example, electrical fittings, light bulbs, fire alarm fittings or glass which is already damaged due to its faulty construction or poor condition.
- 5.4 Any suspected theft or criminal damage should be reported directly to the Police.
- 5.5 We shall not perform the Services in any area which could cause harm to our staff.
- 5.6 We shall have the option to make good any damage if caused by our negligence rather than compensating you for such loss or damage. Only if such loss or damage cannot be rectified shall we be liable to compensate you for the reasonable replacement costs considering any wear and tear, condition etc., at such time.

## 6. INSURANCE

- 6.1 You must always maintain adequate public liability and third-party liability insurance cover to a minimum sum insured of £5M.
- 6.2 We shall always maintain adequate public liability and employer's liability insurance cover.
- 6.3 We do not exclude or limit in any way our liability for:
- a) Death or personal injury caused by our negligence or the negligence of our employees'
  - b) Fraud or fraudulent misrepresentation

## 7. EVENTS OUTSIDE OUR CONTROL

- 7.1 We will not be liable or responsible for failure to perform or a delay in performance of the Services which is caused by events outside our reasonable control (Force Majeure Event). Our obligations under these Conditions are suspended for the period that the Force Majeure Event continues, and you shall be liable to pay for the Services even if not performed due to a Force Majeure Event and we shall not compensate you for any losses incurred as a result of the Force Majeure Event.
- 7.2 A Force Majeure Event includes any act, event, non-occurrence, omission, or accident beyond our reasonable control and includes, in particular (without limitation), the following:
- a) Due to any potentially contagious disease or illness of our staff or your staff; or
  - b) Strikes, lockouts, or other industrial action; or
  - c) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
  - d) Fire, explosion, storm, freezing conditions, snow, flood, earthquake, subsidence, epidemic, or other natural disasters; or
  - e) The impossibility of the use of transport services or other means of public or private transport to enable us to attend your premises to perform the services.
- 7.3 We will take reasonable steps to find a solution by which our obligations under these Conditions can be performed despite the Force Majeure Event.

## 8. TERMINATION AND CHANGE IN SERVICE PROVISION

- 8.1 Either of us may reduce the level of Services by giving at least one (1) calendar month's prior written notice subject to clause 8.2.
- 8.2 Swift has a minimum commitment of 10 Hours per operative per week unless previously agreed with us in writing.
- 8.3 We will provide the Services as set out in the Specification subject to clause 1.4 and the Services shall continue as per the Specification unless decreased in accordance with clause 8.1.
- 8.4 During the first 30 days from the start of the Agreement, you may cancel this Agreement on one (1) calendar months' written notice. After 30 days from the commencement date of the Agreement, you may cancel the Agreement on three (3) calendar months' written notice.
- 8.5 If you require an increase in the Services, please give us as much notice as possible.

- 8.6 This contract shall take effect on the commencement date of the Agreement which is the first day of performance of the Services and shall continue in all its terms and conditions as a rolling contract until terminated by either party by giving at least three (3) calendar months' written notice. The client shall address such notice in writing to the Managing Director.
- 8.7 Termination of the contract is subject to your account being paid up to date as at the date when notice is given. In the event of the contract being terminated by the client without proper notice, the client shall be liable to pay to Swift in lieu of such notice, an amount equal to the payment that would have been due to Swift had the company continued to perform its obligations under the contract throughout the required period of notice.
- 8.8 If you terminate the Contract after the first one (1) calendar month of the commencement date of the Agreement, you will be charged and shall be liable to pay us an amount equivalent to the price payable for our Services pursuant to clause 8.4.
- 8.9 You will not be entitled to any refund or reduction in the price if you reduce the level of Services or terminate this Agreement without giving us at least one (1) calendar month's prior written notice.
- 8.10 Upon the termination of this agreement howsoever arising the client will be liable for any outstanding payments or cancellation fees for services provided by a third-party supplier.
- 8.11 Upon the termination of this agreement howsoever arising the client agrees to meet any consequent redundancy for which the company may be liable under the current Employment Rights Act 1996 or other relevant employment legislation.
- 8.12 If you wish to contact us in writing, or if any clause in these Conditions requires you to give us notice in writing (for example, to cancel this Agreement), you can send this to us by e-mail, by hand, or by post to Swift Office Cleaning Services (Hounslow) Limited 439 Great West Road, Hounslow, Middlesex TW5 0BY or email to Mr John Wright, Managing Director [john@swift-cleaning.com](mailto:john@swift-cleaning.com). We will confirm receipt by contacting you in writing. If we must contact you, we will do so by e-mail, by hand, or by post to the address you provide to us in the Specification.

## 9. NON-SOLICITATION AND COMPETITION

- 9.1 For a period of not less than 26 weeks after the termination of this Agreement date you shall not solicit or endeavour to entice away from us or otherwise have any business dealings with any of our management staff who were involved with providing the Services under this Agreement or with whom you had contact with due to this Agreement; or
- 9.2 For not less than 26 weeks after the termination of this Agreement in the course of any business concern which competes with us, offer to employ, or engage our management or contractor who has worked for us during the period of twelve (12) calendar months prior to the termination of this Agreement. Unless Transfer of Undertakings (Protection of Employment) Regulations 2006 and its amendment in 2014 (TUPE) legislation is found to apply.

## 10. PROPERTY, TOOLS, AND EQUIPMENT

- 10.1 Immediately upon request or upon the termination of this Agreement you must make available to us all our property in good working order which is in your possession or under your control. Failure to do so could result in you being liable to repay us the full new replacement costs.
- 10.2 If any of our property is damaged by someone other than our staff whilst left on your premises, you are liable for the full repair cost or if unable to be repaired the full new replacement costs.
- 10.3 The use or removal of our equipment or cleaning supplies by those not employed by Swift Office Cleaning is prohibited.

## 11. DATA PROTECTION AND GDPR

- 11.1 We will only use the personal information you provide to us to provide our Services, or to inform you about other services which we provide unless you tell us that you do not want to receive this information. We do not share personal information with third parties except as necessary to conduct our business or your request or as required by law or other legal processes.

### 11.2 Use and collection of personal information

We may use information that you provide to:

- a) Provide our Services.
- b) Respond to requests placed by you.
- c) Foresee and solve problems with any of our Services supplied to you.
- d) Conduct our Services and administer your account in relation to any Agreement you have with us.
- e) Keep a record of your correspondence if you contact us.
- f) Periodically send promotional emails about our services, unique offers, or other information which we think you may find interesting using the email address which you have provided.
- g) Notify you about changes to our Service.

*If you do not want us to use your data in this way, please let us know.*

### 11.3 We may disclose your personal information to third parties:

- a) In the event, we sell or buy any business or assets, in which case we may disclose your personal data to the prospective buyer or seller.
- b) If Swift Office Cleaning or substantially all its assets are acquired by a third party, in which case personal data held by it about its clients and staff will be one of the transferred assets.
- c) If we are under a legal duty to disclose or share your personal data to prevent fraud and comply with any legal obligation.
- d) As necessary to conduct our business Services and engage sub-contractors or at your request. This is done with your permission, and you have the right to object to your personal data being shared in this way.

### 11.4 Where your data is stored

We store your data on secure British Telecom Servers based in the UK. By submitting your personal data, you agree to this.

## 11.5 Legitimate Interest

With respect to the processing and holding data for business-to-business marketing purposes, advertising, and public relations in connection with our business activity. We have a legitimate interest in managing our Services through the balanced use of direct calls, letters, and emails. We do not share personal information with third parties except as necessary to conduct our business, engage sub-contractors, or at your request or as required by law or other legal processes.

- 11.6 We endeavour to take all reasonable steps to protect your company information. However, we cannot guarantee the security of any data that is left in plain sight whilst cleaning is being conducted and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.

## 12. GENERAL

- 12.1 If any court or competent authority decides that any of the provisions of these Conditions are invalid, unlawful, or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 12.2 If we fail, at any time while these Conditions are in force, to insist that you perform any of your obligations under these Conditions, or if we do not exercise any of our rights or remedies under these Conditions, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Conditions shall be effective unless we expressly say that it is a waiver, and we tell you so in writing.
- 12.3 A person who is not a party to the Agreement shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 12.4 These Conditions replace all previous Terms and Conditions, or Agreements made between the parties. English law and the parties shall govern these Conditions agree to the non-exclusive jurisdiction of the English court.