

1. Interpretation

1.1. In these Conditions:

1.1.1. "Charges" means the sums payable from time to time by the Client to Clean Genie Services for the provision of Services as set out in the Quotation;

1.1.2. "Client" means the person named on the Quotation;

1.1.3. "Clean Genie" means Clean Genie Dartford and Medway Limited;

1.1.4. "Commencement Date" means the date referred to in the Quotation or if later the date which Clean Genie starts to provide the Services;

1.1.5. "Quotation" means the quotation overleaf;

1.1.6. "Services" means the provision of contract cleaning services as referred to in the Quotation.

1.2. The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.4. In these Conditions where two or more individuals are included in the expression "the Client" any obligation provided by them shall be deemed to be made by such persons jointly and severally.

2. Duration

2.1. Subject to the remaining provisions in these Conditions Clean Genie Services shall provide the Services for an initial period of (3 months) from the Commencement Date and thereafter unless or until notice is served in accordance with clause 7.

3. Client Obligations

3.1. The Client shall provide free of charge:

3.1.1. all necessary light, hot water and other facilities (as distinct from materials) which may be required to enable Clean Genie Services to carry out the Services;

3.1.2. suitable and safe accommodation for such equipment and materials as Clean Genie Services deems necessary to leave on the Client's premises;

3.1.3. access to the premises referred to in the Quotation in order to enable Clean Genie to provide the Services from time to time.

3.2. The Client shall also ensure that the premises where Clean Genie are to provide the Services are safe for its employees, servants and agents.

4. Acceptance

4.1. Upon Clean Genie receiving written confirmation that the Client accepts the Quotation Clean Genie shall use all reasonable endeavours to provide the Services subject to the Quotation and these Conditions.

4.2. Once the Quotation has been accepted by the Client it may not be cancelled (in whole or part) or varied by the Client except with the agreement in writing of Clean Genie and on terms that the Client shall indemnify Clean Genie in full against all loss (including loss of profit), costs (including cost of all

labour and materials used), damages, charges and expenses incurred by Clean Genie as a result of cancellation or variation including (without limitation) any cancellation and/or penalty charges imposed on Clean Genie by any third party.

4.3. No variation to the Conditions shall be binding unless agreed in writing between the Client and Clean Genie.

5. Charges

5.1. All prices quoted in the Quotation are valid for thirty days only or until earlier confirmation by the Client after which time they may be altered by Clean Genie. Clean Genie reserve the right to make periodic or annual pricing adjustments at the beginning of each year without giving notice to the Client. Cost increases are designed to keep in-line with inflation and or changes in PAYE law or Bank Holidays that affect our basic costs.

5.2. All prices quoted in the Quotation are valid for thirty days only or until earlier confirmation by the Client after which time they may be altered by Clean Genie without giving notice to the Client.

5.3. The Client shall pay Clean Genie the Charges and any additional sums which are agreed between Clean Genie and the Client for the provision of the Services. Charges are based on weekly contract rates as per the quotation but invoiced monthly. Official bank holidays will be charged for unless by written agreement. All other working days including clients annual shutdown such as Christmas periods will be charged for (even if Clean Genie are unable to access the site) unless agreed in writing.

5.4. Clean Genie Ltd will supply consumables at market competitive prices (TBA) unless agreed to in writing. Clean Genie will therefore undertake to monitor stock usage and re-set consumables at each site visit.

5.5. All Charges quoted to the Client for the provision of the Services are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

5.6. If payment is not made on the due date (14 days after invoice) Clean Genie shall be entitled, without limiting any other rights it may have:

5.6.1. to charge interest on the outstanding amount. Interest will therefore be charged on the following basis; If full payment is not received on an invoice after 45 day's from the date of invoice it will incur interest at 8% above the Bank of England base rate. In addition to any and all Management time, Court Charges and professional fees incurred in recovering the debt. We accept credit cards for payment of an invoice, a 3% handling fee will be chargeable (AMEX 5%).

5.6.2. In the event of late payment, Clean Genie reserve the right to cancel the Services or suspend further provision of the Services without further notice.

5.6.3 Any issues with regard to quality, standards or pricing on any works must be referred to our accounts department with 14 days of works being undertaken as failure to report any occurrence will invalidate your claim.

5.6.4. In the event that either the principal is made Bankrupt or that we believe that the company is in or imminently likely to fall into receivership or liquidation, Clean Genie Ltd or its authorised personnel reserve the right to enter the client premises, retrieve its equipment together with capital assets that will achieve the approximate value (at auction) of the outstanding debt.

6. Warranties and Liability

6.1. Clean Genie warrants to the Client that the Services will be provided using reasonable care and skill.

6.2. Except in respect of death or personal injury caused by Clean Genie's negligence, or as expressly provided in these Conditions, Clean Genie shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or any other term, or any duty at common law, or under the express terms of these Conditions, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Clean Genie, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services and the entire liability of Clean Genie under or in connection with these Conditions shall not exceed the [amount paid by the Client for the provision of the Services in any consecutive twelve month period] except as expressly provided in these Conditions.

6.3 Any claim for theft or misuse of telecom equipment must be reported to Clean Genie in writing within 45 days of the incident occurring so that Clean Genie can take appropriate steps to protect our clients and if necessary, instigate legal proceedings. On conviction (if disputed) any claim for theft or misuse of telecom equipment in connection with these Conditions shall not exceed £1000.00 (unless agreed to in writing) for any one single incident.

6.4. Clean Genie shall not be liable to the Client or be deemed to be in breach of Clean Genie's obligations in relation to the Services, if the delay or failure was due to any cause beyond Clean Genie's reasonable control.

7. Termination

7.1. Either party shall be entitled to terminate the Services provided by Clean Genie hereunder by giving not less than (12 weeks) prior written notice after the initial trial period is served. On termination of the service, all outstanding invoices will become due immediately and the final invoice will be raised (in advance) final invoice and any other outstanding amounts must be paid on completion of service and handover of keys. TUPE LAW Governing acts detailed below may apply to this contract.

7.2. Provisions relating to employment rights on the transfer of an undertaking are contained in the Transfer of Undertakings (Protection of Employment) Regulations 1981 (SI 1794), as amended by the Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1987 (SI 442), the Trade Union Reform and Employment Rights Act 1993, the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1995 (SI 1995 No. 2587) and the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1999 (SI 1925).

8. Non-Solicitation

8.1. The Client shall not during the term of the Services and for a period of (Six) months after expiry or termination howsoever caused solicit or engage Clean Genie's staff who have been employed or engaged in the provision of the Services (in whole or part).

8.2. In the event that the Client is in breach of clause 8.1 above then the Client shall either pay a

"temp to perm" recruitment fee of 12.5% based on the annual salary of each employee or indemnify Clean Genie against all costs claims and expenses that are incurred as a result of such breach including (without limitation) the costs incurred in employing a substitute person and training the said person to a similar standard to the person who has been solicited. This provision shall be without prejudice to Clean Genie's ability to seek injunctive relief.

9. General

9.1. These Conditions together with the Quotation constitute the entire agreement between the parties and supersede any previous agreement or understanding. All other terms and conditions, express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

9.2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

9.3. No failure or delay by either party in exercising any of its rights under these Conditions shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

9.5. Clean Genie shall be entitled to assign or otherwise transfer or use the services of a sub-contractor agent or otherwise in order to carry out any of its rights and obligations under these Conditions.

9.6. English law shall apply to the contract and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

9.7. Save as expressly permitted it is not intended that a third party has a right to enforce a provision of this agreement under the Contracts (Rights of Third Parties) Act 1999.