STANDARD CONDITIONS OF BUSINESS

BETTAKLEEN LIMITED

1. Pay

1.1 Bettakleen Limited agrees to carry out the cleaning services (the Service) specified in the quotation for **XXXXXXXXXXXXXXXX** dated XXXXXXXX in accordance with the Specification contained therein. The Specification may be amended for legal and/or health and safety reasons.

1.2. In respect of daily cleaning, the Customer agrees to pay for the Service at the rate shown below for the duration of the contract. The first payment is due 60 days from commencement and subsequent payments monthly in advance.

Cleaning Services	**£ XXXXXXX per week plus VAT**	**£ XXXXXXXXXX per annum plus VAT**

1.2.2 In respect of a special/non-contractual service the Customer agrees to pay for the service shown overleaf at the following rate:

N/A

The Customer agrees to make payment for this service within one calendar month of receipt of the invoice.

1.3 The above charges have been calculated on the basis that the Service will not be carried out on public holidays, and/or shutdowns. If, however, the Customer specifically requests the Service to be carried out during such periods, an additional charge will be made.

2. General

2.1 It shall be Bettakleen Limited's final decision as to the numbers of staff employed at any time and the utilisation of and hours to be worked by the staff in the provision of the Service.

2.2 Bettakleen Limited will supply normal cleaning materials in the day-to-day performance of the contract. However, unless otherwise specifically agreed in writing by Bettakleen Limited replace consumable items (being items used during the normal occupation and use of the site) are not supplied as part of this service. Where consumable items are supplied then a separate charge will be made.

2.3 Bettakleen Limited shall have no liability for any expenses, losses or damages caused by the unauthorised acts or actions of its employees. Unauthorised acts shall include, but not be limited to, any criminal or illegal acts performed by the said employees.

2.4 The liability of Bettakleen Limited to the Customer howsoever arising in respect of any loss or damage whatsoever due to the act or default of Bettakleen Limited, its employees or sub-contractors (other than for personal injury and/or death to the extent caused by the negligence of Bettakleen Limited) shall be limited to physical loss and damage directly arising from such liability and shall not exceed the annual value of the contract in respect of any one incident or series of related incidents. In any event, Bettakleen Limited will have no liability whatsoever in respect of any loss caused by its failure to secure the premises of the Customer.

2.5 The Customer shall not be entitled to make any claim against Bettakleen Limited or its employees unless it gives Bettakleen Limited written notice of the event giving rise to such claim, containing sufficient information for it to be identified and investigated by Bettakleen Limited within twenty-eight days of the date upon which the Customer becomes aware of the occurrence of such event.

2.6 In the event that any third party makes a claim against Bettakleen Limited for loss or damage in excess of the liability referred to in 2.4, the Customer agrees to indemnify Bettakleen Limited against such costs, claims, losses or damages resulting from such third-party claim which shall exceed the liability accepted by Bettakleen Limited under 2.4.

2.7 Bettakleen Limited shall have no liability for any loss of profit or other indirect or economic or consequential loss howsoever caused.

3. Information

3.1 Prior to the commencement of the Services (and at such times as may be necessary thereafter) the Customer shall supply Bettakleen Limited with all such information as shall be necessary to ensure that the Services can be safely and properly performed which shall include (without limitation):

3.1.1 anything hazardous about the Site or the equipment or substances with which the Service is to be performed or the item on or to which the Service is to be performed; and
3.1.2 anything relevant in the way of instructions or warning supplied by the manufacturer of any item or substance on or to which the Services are to be performed.

3.2 The Customer shall inform Bettakleen Limited of any security requirements and procedures at the site and the Customer shall be responsible for making any necessary arrangements (including provision of passes, permits and keys to Bettakleen Limited) in order for Bettakleen Limited to comply with such security requirements and procedures. If Bettakleen Limited 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 Bettakleen Limited shall not be responsible for any consequential costs and expenses arising from any such loss.

4. Performance and Force Majeure

4.1 Bettakleen Limited shall take all reasonable steps to perform its obligations within the time specified, but such times are estimates only, and delays shall not entitle the Customer to rescind the Contract.

4.2 Bettakleen Limited shall not be liable for any delay or failure in carrying out its obligations which is due to any cause beyond Bettakleen Limited's reasonable control, including, without limitation, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of Bettakleen Limited 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 its services and for the cost of all materials supplied, wages paid and consequential employment costs.

5. Access to Premises and Equipment and Indemnity

5.1 The Customer shall ensure that there is at all times at the Site (at such locations as the Customer may require) suitable and safe supplies of all things necessary to properly perform the Services, including (without limitation) supplies of water, light, power and secure storage. In the event that the premises close or are subject to an Administration Order, the Customer or the Customer's representatives accept that all equipment on site belongs to Bettakleen Limited and will make the Company's equipment available for collection within 10 working days of the change in status of the premises.

6. Terms and Conditions

6.1 Bettakleen Limited shall, at its option, be entitled by notice to terminate all or any of its contracts with the Customer forthwith and recover all expenses, losses and damage resulting to Bettakleen Limited including (but without limitation to) loss of profit, interest (calculated at 5% over Base Rate) on overdue balances or other consequential loss if:

6.1.1 the Customer has a bankruptcy petition presented against him or bankruptcy order is made;
6.1.2 the Customer makes or seeks to make any composition or arrangement with his creditors;
6.1.3 the Customer makes a proposal to his creditors for a voluntary arrangement or applies for an interim order (within the meaning of Section 286 Insolvency Act 1986);
6.1.4 an encumbrancer takes possession of any of the Customer's assets, or any of the Customer's property is taken in execution or process of law;
6.1.5 a petition is presented, or an order is made, or a resolution is passed for the winding-up of the Customer;
6.1.6 a petition is presented, or an order is made for an administration order to be made in relation to the Customer;
6.1.7 the Customer's directors make a proposal for a voluntary arrangement with the Customer's creditors;
6.1.8 the Customer is unable to pay its debts (within the meaning of Section 123 Insolvency Act 1986);
6.1.9 a receiver or administrative receiver is appointed over any of the Customer's assets; or
6.1.10 the Customer fails to make any payment owed to Bettakleen Limited on the due date;
6.1.11 this contract is divisible. The work performed in each month during the currency of the contract shall be invoiced separately. Each invoice for work performed in any month shall be payable by the customer in full without any deduction or set off, in accordance with the terms of payment provided herein, without reference to and notwithstanding any defect or default in the work performed or to be performed in any other month.

6.2 The Contract shall be for a term of one year from the date the Contract commences and shall continue thereafter until terminated by either party serving on the other three months written notice to terminate.

7. Assignment and Sub-Contractors

7.1 Bettakleen Limited, after prior consultation with the Customer, may assign or sub-contract to any other firm, person or company the performance of all or part of the Services.

8. Statutory Requirements

8.1 If at any time during the period of this Contract there is an increase in the direct labour cost or other costs to Bettakleen Limited in providing the work or services pursuant to this contract resulting from additional employment liabilities including (without limitation) changes to National Insurance Contributions and National Minimum Wage or other liabilities imposed on Bettakleen Limited by legislation or other changes in the law after the date of commencement of this contract then the price may be increased pro rata with effect from the expiry of 28 days written notice from Bettakleen Limited to the Customer of the increase.

For Bettakleen Limited		**For the Customer**	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name	_____
Date:	_____	Date:	_____