

## TERMS AND CONDITIONS OF TRADING ©

Martins Cleaning Service Limited© - (M.C.S. – The Company)  
45 Hamlin Lane, Heavitree, Exeter. EX1 2SB

Cancellation: 48-hours notice is required for all quotations.  
Cancellation: 48-hours notice is required for all bookings.  
Cancellation for all contracts: Strictly Minimum 1-month notice.  
( & terms below)

**Trading terms and conditions in respect to all work carried out by Martins Cleaning Services Limited. This does include -** (& terms below)  
**All Individual jobs & Short term contracts & Non-Contractual cleaning (One-month written notice for all terminations)**  
**All Long term contracts & Supply of goods & ALL work carried out by Martins Cleaning Services on your behalf.**

### **PAYMENT TERMS ARE STRICTLY 28-DAYS (INCLUSIVE OF weekends and Bank Holidays)**

**SERVICES** - All contracts issued are for the purpose of general cleaning and all specialist Carpet cleaning services as outlined in our quotation/s and our service information book as available to all clients. A client handbook with our full terms and conditions of services is available upon your request, in addition all contracts as from 01<sup>st</sup> February 2007 will be asked to complete a Client Commercial survey which will assist us to clarify your full requirements. **General Cleaning:** Our definition of general cleaning services is; dusting/polishing/vacuuming/bin emptying and any toilet and kitchen cleaning to M.C.S. (The Company) standards and best ability. A Clean desk policy must be implemented weekly by all clients to ensure that M.C.S. (The Company) can fulfil their obligation to you (The client). Martins Cleaning Services Limited may at anytime during the running of this or any other contract cease services to the client. **Carpet Cleaning/specialist cleaning:** Professional services backed by NCCA. Stain protection treatments, hot water extraction cleaning and any method that is approved by M.C.S. Ltd, (The Company) own qualified carpet technician/s.

**CANCELLATION OF QUOTATIONS AND BOOKINGS:** Where notice has not been given (as above) a charge of £10 net (in Exeter) or £25.00 net (outside of Exeter) will be made. This charge will be made due to Company time and fuel or other costs involved in organising your appointment. Where cancellation invoices are unpaid any debt will be passed to collection agents.

**NON-CONTRACTUAL CLEANING:** A minimum of 1-month notice is required for all non-contractual cleaning service/s to end. Non-contractual cleaning is defined as: you (the client) receiving cleaning services from Martins Cleaning Services Ltd for a minimum period of 1-month (28 days) and/or thereafter. Where a contract has been issued by The Company (M.C.S.) and the contract has not been returned to M.C.S. (The Company) this is not deemed applicable upon the banner Non-Contractual Cleaning and the notice periods as below 'Minimum Contract Term' do apply.

**CARPET AND UPHOLSTERY CLEANING:** All terms and conditions as set out within this service agreement are applicable to all carpet/upholstery curtain cleaning or work involving this process

**Minimum contract term: (And where a contract has been issued to you)** – This is the minimum period for which M.C.S.(The Company) contract will run (and/or as stated within this or any other contract or agreed quotation being submitted to you). Upon this contract expiry a new contract will be issued to you. In the event that a new contract has not been issued to you by the Company, you are equally responsible for informing Martins Cleaning Services Limited (The Company) prior to expiry date that a new contract is due. Upon expiry you may sign a new agreement with this service provider. Where a Renewal Agreement has been produced this new renewal contract will run for a minimum period of one year from the commencement date as shown. Should no notification of cancellation be given by you (the client), your contract will automatically become renewed for a further minimum term of 12-month service with Martins Cleaning Services Limited, which will be subject to any financial changes as applicable to our services. I, (the client) understand that the Contract commencement date is the first day of service/s from Martins Cleaning Services Limited being received by the client. A minimum of One-month's notice period is required from you (The Client) for all cleaning contracts to cease as issued by the Company (Martins C.S. Ltd). Should you (The Client) wish our services to end prior to one month notice period being given at the end of the contract term to Martins Cleaning Services Ltd, (The Company) will invoice you (The Client) for a full calendar month and Client keys will be returned at the end of the official 1-month notice period. In the event that you (the Client) have not signed and returned M.C.S. (the Company) cleaning contract and you are or have been receiving cleaning services from Martins Cleaning Services Limited, these terms and Conditions of service do continue to apply to you (the client).

**Exceptional or difficult circumstances** – (New Contracts only, excludes all contract renewals) A NEW contract only can be terminated within the first month due to exceptional circumstances. The first month will be the date in which cleaning first commenced. You (The Client) or M.C.S. (The Company) may not be happy for a number of reasons and find what was initially set out has changed or is different. In the first instance it would be appropriate to speak with Senior Management here at Martin's. If the circumstance is related to a problem we have then we will approach you. If the factor cannot be mutually resolved by both parties the contract will be terminated within the first month without any penalties from either side.

**Client Audit forms** – From 01<sup>st</sup> August 2006 Martins Cleaning Services Limited has introduced a **Client Audit form** which will assist with the smooth running of all commercial general cleaning. All clients are requested to complete these forms as issued by Martins Cleaning Services Limited (The Company). Please do notify the Company if you have not completed this document in order for M.C.S. (the Company) to fulfil tasks as mutually agreed by both parties and those within our Service booklet.

**Number of employees within the premises**– M.C.S. recognises that the number of employees may increase or decrease within you (the client's) premises. This may affect the ability for M.C.S. (The Company) and its staff to complete the tasks set out as agreed. The Client shall inform M.C.S. (The Company) immediately where employee numbers have increased or decreased and in the event of changes to - no little than 3 and no more than 3 at any one time and throughout the duration of the running of this contract. In the event that staff numbers do increase or decrease financial changes may be applicable at the discretion of M.C.S. and we will inform you of any such financial change within 3 working days upon your notification being received. Any such financial change will become applicable within 7-working days after you (The Client) notification is received. M.C.S. will backdate such contract change upon notification not being received and where notification has been delayed

**Any Complaint will be put in writing by the client immediately;** upon a complaint being received by the Company, the Company will enter into the complaint, and our own Company complaints procedure programme will be applied in order to aim to put matters right and within a reasonable time frame to carry out all investigations necessary. The client understands that any complaint received after this time will be addressed where possible and rectified during the next scheduled clean. (E-mail receipt will be acceptable for written complaints procedure). All complaints will be rectified within a reasonable time frame by M.C.S. (the Company) and within our complaints procedure programme that will also involve the clients input. Further details can be obtained from the Company.

**The Client will inform the Contractor** in the event of any building work, expansion or decorating going to be taking place so that health and safety can be met as appropriate; this may influence the cleaning time required to fulfil the tasks that you required originally and a further quotation may be submitted by us (The Company) to try to accommodate your additional cleaning requirements.

**Keys** – You (the Client) will provide Martins Cleaning Services with no fewer than two sets of keys so that the Company's senior staff may also gain access in accordance to fulfilling the cleaning requirements of you (the client). In the event that two sets of keys are not issued it may not be possible for the Company to supervise its own staff.

**Financial reviews** – Martins Cleaning Services Limited has the right to review its pricing structure at any time and after the 12-month period. This will be discussed with you (the client), prior to another agreement being signed by you. We are able to confirm that price increases will be incurred due to staff salary levels increasing that may be beyond our control, in this event we will notify you in writing and a new price will not become effective until 1-month after our written notification. This contract can not be cancelled due to price increases that may be beyond the Company's control.

**Payments** - Day one or the start date of a contract/service is the first date at which an invoice can be issued by M.C.S. The date on all invoices is the first date of a 28-day period and not the date that the invoice was received. **Where credit has been agreed: All Invoices must be settled within a 28-day period from the Invoice date.** VAT will be added to all invoices raised where applicable. M.C.S. (The Company) have the right to charge interest daily; this will be 4% above that set by The Bank of England for all invoices that have not been settled within the agreed settlement term of 28-days from the invoice date, and Martins Cleaning Services Ltd. have the right to cease services until invoices are settled in full; **the full contract term will continue to be payable in full settlement in the event that our services are ceased permanently or our services ceased until our invoices are settled in full. Therefore** - In the event that payments are late, services may cease immediately at the Company's discretion. **Where credit has not been agreed:** payment will be required in full by return of post.

**Invoices must not exceed their 28-day terms. Outstanding Invoices and interest charged:** Martins Cleaning Services Ltd. has the right to add interest at 4% above the current Bank of England rate for each day that it is outstanding. Interest will be calculated on a daily basis. Should invoices remain unpaid before or after interest has been added, Martins Cleaning Services Ltd. has the right to stop any service at their discretion. Should our services cease payments that are outstanding will not end the contract, the contract will remain in force and the full term will continue to remain payable (as above). Administration charges will be added at a minimum of £15.00 per letter and/or statement being sent. Other charges will be in respect to chasing payments and credit control systems being used at a minimum of £25.00 per transaction. Your breach of contract will result in the full amount outstanding of our contract agreement being paid and any collection fees payable in full including Court fees and any action required in order to receive all payments and losses. VAT will be added to all invoices raised including administration invoices where applicable.

**Credit Facilities** – Martins Cleaning Services Limited has the right to refuse credit and will require a minimum of two supplier references in order to give credit. Invoices are released on the first day of service commencing and must be paid: immediately upon receipt or where credit is agreed in writing: within 28-days of the invoice date. All credit will be authorised (in writing only) by M.C.S. (The Company). Martins Cleaning Services Ltd. has the right to decide and refuse any credit terms. **Outstanding invoices** – Administration charges will be added (a minimum of £15.00 per letter) in addition to added interest for unpaid invoices as stated above. **Administration charges will be invoiced for immediate payment for:** payment reminders and other letters that are written and any associated telephone calls in order to chase late payments. Should invoices remain unpaid they will be sent to our debt recovery department. Our services will be withdrawn at our discretion and the remaining term of the signed contract will remain payable in full as above (and see: notification of cancellation/minimum contract term and termination of contract).

**Debt collection agents**– will be used to collect debts that are outstanding. You will be charged for all losses experienced by the Company & invoices that are overdue where collection agents are used.

**Interest is added for overdue accounts including those exceeding the credit terms given** - Please see above for interest charges. Our services will cease should payments continue to be delayed and the contract will remain in force and will continue to remain payable for the full remaining duration. **Additional credit will not be given for Pro-Forma invoices raised terms remain at 30-day settlement.**

**Notification of Cancellation:** – Martins Cleaning Services Ltd does not accept verbal termination of this agreement. Termination must be in writing. Should you wish to cancel this agreement prior to its duration/end date or 12-month period as set, the Client (you) will be charged for the remaining full term/duration of the contract in force that would otherwise continue to run. **Charges:** This will be calculated based upon the full contract term date as set out: 'final date of this agreement'. For agreements with set monthly charges, M.C.S (The Company) will base their charges to you (the client) on the number of months remaining in force from the commencement date of any agreement. If no figure has been set on our agreement we will review this by an 'average' figure based upon the 12-month/annual period that the agreement has been set and commenced. **Charges:** The equivalent of One month service will be charged where one-month notice has not been given.

**Termination of contract** –You may not cancel our contract before a full twelve-month period has ended (or otherwise stated); this being from the End date shown on the document. If you should want to cancel this agreement after the 1<sup>st</sup> year (or otherwise stated); one month's written notice must be given one-month prior to the renewal date. Martins Cleaning Services Limited is not obliged to renew this agreement after a 12-month term and will endeavour to give one months notice to the client prior to the end of the contract. The contract will continue under its terms until it has formally ended in writing by the client and the Contractor. An administration charge will be added to invoices where keys are returned to you (The Client) when a contract ends (minimum charge £15.00)

**THESE TERMS AND CONDITIONS © AS ABOVE AND BELOW AND OVERLEAF** is valid immediately upon ALL cleaning services INCLUDING carpet and upholstery work being undertaken. These terms and conditions of service do ALSO apply where a contract has not been signed and services have commenced and are accepted. Any amendments to the quotation should be discussed and agreed in writing prior to the service commencing and any agreement being formally signed. We are closed and do not clean on all Public Bank Holidays and the costs within this contract do already consider these Public Bank Holidays when you will not be served. Where it can be confirmed that your premise has not been cleaned, (i.e. our cleaning staff are not present at all), the Company at its discretion will provide a Credit note for the period of time involved. In the event that we are unable to provide you with service: we shall provide you with advance notification when it is possible for us to do so.

**TUPE** – Martins Cleaning Services Limited does not accept any liability in respect of TUPE Transfers, nor does it accept any liability in respect to employee disputes and/or claims. Any such false declaration by any 3<sup>rd</sup> party will result in the immediate cancellation of this contract without any notice period being given and the duration of the contract and all costs incurred by the Company shall be covered from the client in full. Please ensure you have read and understood all the terms above prior to signing this contract. Contracts that are signed/not signed will remain liable to its terms throughout and this contract will not involve any 3<sup>rd</sup> party. Failure to advise of any 3<sup>rd</sup> party interest will result in its immediate termination without notice with all costs and contract duration payable in full.

Martins Cleaning Services Limited  
45 Hamlin Lane, Heavitree. Exeter EX1 2SB  
Telephone: 01392 670700

Produced as at 16<sup>TH</sup> May 2007

Registered in England and Wales Number – 5180973

VAT Registration Number – 862 6012 39

These terms and conditions of service will be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.