

NRC Services Ltd – Cleaning Department Standard Terms and Conditions of Sale

CONTRACT DEFINITIONS

In this Agreement the following terms shall have the meanings set out below:

- 'Agreement' the full Agreement comprising of the Appendices, Schedules and/or Hire Agreement
- 'Appendices' the Appendices to this Agreement
- 'Client' insert the Client name
- 'Contractors' persons appointed or assigned by NRC to perform the Services
- 'Customer Care' Book a book kept at each of the Premises to enable the Client to communicate with the Contractor
- 'the Equipment' the equipment on hire to the Client
- 'NRC' NRC Cleaning Services Division
- 'Hire Agreement' the terms and conditions that apply for hiring equipment
- 'the Hirer' the Client
- 'the Price' the total amount charged in respect of the Services
- 'the Premises' the location detailed on the Specification
- 'the Services' the cleaning services as detailed in the Specification
- 'the Specification' details of the cleaning tasks and the frequency to be undertaken
- 'the Supplier' a third party who may provide the Equipment

1. The price quoted ("the Price") will remain fixed for a period of 12 months from the date of the commencement of the Contract if the Quotation is accepted by the Client and work commences within 3 months from the date hereof. Thereafter the Price will be reviewed annually and increases will be applied at a rate no greater than the increase in the relevant rate of the All Items Retail Price Index.

2. The Price applies notwithstanding that no Services are carried out for the Client on any Bank or Public Holidays and is based on a standard of service rather than labour content.

3. Payment under this Contract must only be made against NRC's official invoices and not against those of any other party and will be due for payment by the end of the calendar month in which the Services are provided. Payment must be made by bank electronic transfer, either BACS or Direct Debit. If any payment is not made within 14 calendar days after its due date, NRC reserves the right to terminate and discontinue the Services and to claim the full sum for all work completed to the date of such termination, plus damages for loss of revenue for the notice period specified at paragraph 10(a) and any collection costs incurred. In any event NRC will suspend the Services if payment is not received by the end of the month following its due date and will not be obliged to resume the Services until the overdue amount has been paid. Once the Services are resumed the liability to make full payment under this clause will still apply notwithstanding that the Services may not have continued during the period of temporary suspension. Such action will neither invalidate the Contract nor constitute a breach of the Contract by NRC.

4. NRC undertakes to secure Public and Product Liability insurance cover for its Contractors, in respect of the Services referred to in the Specification, subject to a limit of £5 million for any single claim. NRC shall be liable for damage to the Client's property if such damage is proved to be caused directly by negligence of its Contractors and/or their employees, provided that in all cases, details in writing of all damages shall be sent to NRC's office within 48 hours after the damage has been done.

5. Any failure by NRC to perform its obligation under this Contract because of non-availability of suitable Contractors or by circumstances of force majeure including but not limited to fire, explosion, accident, mechanical breakdown, interruption to the supply of materials, epidemic, industrial dispute or any other cause outside NRC's control will not constitute a breach of this Contract by NRC.

6. If NRC is prevented by the Client, its servants or agents from carrying out its duties it will be considered as having performed its obligations and the sum due for such period will be payable by the Client. This shall include any period where the Client has extended the closure of its premises in excess of any statutory holiday (e.g. over the Christmas period).

7. NRC will not be liable for damage to electric light fittings or bulbs, sash-cords, burglar or fire alarm fittings or glass, where such articles are already damaged or for damage arising from faulty construction or condition of the premises, or to articles not usually to be found upon the business premises, unless NRC expressly agrees to accept such liability in writing upon the terms to be agreed between NRC and the Client. NRC will not be liable for any loss, damage or injury arising from the breaking or disintegration, during cleaning of any cracked, defective, or broken part of any property of the Client.

8. The Client will ensure that all electrical appliances carrying high voltage shall be switched off or shall be in a safe condition during the whole time that the Services are being carried out. The Client will provide NRC with full information about any hazards to health and safety that may exist and will ensure that the Contractors are informed thereof on first arriving at the premises to ensure that they can carry out their work safely.

9. The Client will provide free of charge, all lighting, heating, hot water, and any other facilities which may reasonably be required by NRC. The Client will provide, free of charge, suitable and safe accommodation for such equipment and materials as NRC wishes to leave on the Client's premises. To assist NRC in maintaining its high standards, all desks and ledges shall so far as possible be cleared by the Client in order to facilitate cleaning and to prevent papers and documents being mislaid.

10. (a) The duration of the Contract will be for an initial minimum term of 36 months commencing with the start of the Services. The Contract may be terminated after the initial minimum term by either party giving to the other 3 calendar months' notice in writing expiring on the last day of the term. Thereafter the Contract will remain in force and may be terminated by either party giving to the other 3 calendar months' notice in writing expiring on the last day of one or more whole 36 month periods immediately following the end of the initial minimum term.

10. (b) In the event that the Client moves from the Premises named in the Specification within the duration of the Contract, such move shall not terminate or frustrate the Contract and the Client will remain liable to NRC for the remainder of the Contract.

10. (c) If the Client terminates the Contract without giving the required notice the Client will compensate NRC for loss of revenue for the duration of the period during which such notice should have been given, whether or not the Services are provided during that period.

11. (a) In the event that the Client believes that the Services are not being performed to the agreed Specification, the Client shall send to NRC written notice of complaint. Such notice shall, with reference to each part of the Specification which has not been adequately performed, specify in detail the nature of the defect in performance. NRC will, within 15 working days of receipt of that notice, conduct a site service call to investigate the complaint and, if in its opinion the complaint is a valid one, rectify this defect. If in the opinion of the Client the defect is not satisfactorily rectified at the end of the 15th working day, the Client shall send to NRC a further written notice to that effect and if, in the reasonable opinion of NRC, the Client's opinion that the defect has not been satisfactorily rectified is justified, NRC will seek to replace the Sub-Contractor within a period of a further 15 working day period. If, after a further period of 15 working days, in the opinion of the Client the defect is not satisfactorily rectified after a Contractor change, the Client shall send to NRC a further written notice to that effect and if in the reasonable opinion of NRC the Client's opinion that the defect has not been satisfactorily rectified is justified, the Contract shall be terminated 15 working days from the date of the further notice.

11.(b) For the purposes of clause 11. (a), each complaint shall be a separate complaint and will not constitute a continuing complaint. Once such complaint is resolved to the satisfaction of the Client and NRC, any new complaint shall be treated as a separate and identifiable complaint which shall be resolved by those remedies as detailed in clause 11. (a).

11. (c) Notwithstanding entries in the Customer Care Book or any communication with an Area Manager / Supervisor, unless written notice of complaint is received by NRC, it will be assumed for all purposes that the Services stipulated in the Specification have been performed to the satisfaction of the Client. Any notice of complaint must be sent either recorded delivery to NRC's Head Office or by email to the Cleaning Contracts Director and such correspondence will be acknowledged within 48 hours. Upon receipt of such notice NRC will at its cost take such action as it considers appropriate to investigate and remedy the complaint.

12. Prior to termination of the Contract, the Client is obliged to provide details of any incoming contractor for the purposes of compliance with the Transfer of Undertaking (Protection of Employment) Regulations 2006.

13. Upon signing the Acceptance Form the Client agrees to indemnify NRC against all claims for damages, court awards, compensation awards, legal costs, expenses, interest and any other liabilities in respect of past or present operatives directly or indirectly employed by the Client for the purpose of cleaning or otherwise carrying out cleaning duties for the Client at the time of signing.

14. NRC reserves the right to assign or subcontract the whole or any part of its obligations under this Contract to an authorised NRC Contractor. Such Contractor will thenceforth observe and perform said obligations, save for the following: NRC shall issue invoices, payment of which are to be made by the Client to NRC. However, any right belonging to or duty falling upon NRC by virtue of clause 10 of this Contract prior to such assignment or subcontract shall continue to belong exclusively to or fall upon NRC after such assignment or subcontract and for the avoidance of doubt any notices to be given under clause 10 shall continue to be given by the Client to NRC and by NRC to the Client.

15. NRC's obligations are limited to carrying out the Services detailed in the Specification. Verbal arrangements will not form part of this Contract. No agent, employee or servant of NRC has any authority to vary in any way the terms of this Agreement. If any variations are made in the terms of this Agreement they shall be embodied in letters to be written by and between duly authorised and appointed Directors of NRC and duly authorised officers of the Client and such variations shall, only once agreed to, be deemed to be incorporated in this Agreement.

16. The Client undertakes that it will not for a period of 12 months after termination of this Contract (for whatsoever reason) employ any person who at any time during the term of this Contract has been a NRC Contractor and/or its employee and has worked for the Client in that capacity. In the event that the Client does employ such a person, then NRC reserves the right to claim compensation from the Client equivalent to 25% of the Contract's annual billing and 50% of the Contract's annual billing as compensation for the Contractor.

17. NRC reserves the right not to commence the Services even after written acceptance if in its opinion any circumstances have changed since the quotation was provided.

18. The Client undertakes to participate in NRC's quality control procedures and to participate in regular surveys to ensure its satisfaction with NRC's service standards.

19. NRC shall be entitled to raise charges by such amount as will indemnify NRC as far as this Contract is concerned in respect of any increase in the amount payable for Value Added Tax or any other levy by any Government Department. That if, by any reason of the making or variation of any Acts of Parliament and any orders, regulations and bye-laws made by statutory or local or other authority after the date of the Quotation, the cost of the execution of the Contract shall be increased, then where otherwise provided in the Contract or agreed between the parties, the amount of such increase may be added to the Price.

20. It is the policy of NRC to give the greatest importance to the Health and Safety of its Employees and Contractors and considers this duty to be a management responsibility greater than that of any other function. Every effort must therefore be made by the Client (where work is to be carried out under this Contract) to comply with all Health and Safety legislation.

21. This Agreement shall be governed by and construed in accordance with the laws of and the parties hereto submit to the exclusive jurisdiction of English courts.