

THIS AGREEMENT is made on *[date]*

PARTIES

- (1) **HAMILTON COMMERCIAL & DOMESTIC CLEANING LTD** a company incorporated in England and Wales under number 06612754 whose registered office is at Bestwood Hall, Bestwood Drive, Clay Cross, Chesterfield, Derbyshire S45 9GA (**Supplier**); and
- (2) **[INSERT NAME OF CUSTOMER]** [of OR a company incorporated in *[England and Wales]* under number *[insert registered number]* whose registered office is at] *[insert address]* (**Customer**)

(each of the Supplier and the Customer being a **party** and together the Supplier and the Customer are the **parties**).

BACKGROUND

- A The Supplier conducts the business of supplying cleaning and property management services to other businesses and individuals.
- B The Customer conducts the business of *[insert description]*.
- C The parties have agreed that the Supplier shall supply services to the Customer on the terms set out in this Agreement.

THE PARTIES AGREE:

1 Definitions and interpretation

1.1 In this Agreement:

- Business Day** means a day other than a Saturday, Sunday or bank or public holiday in England;
- Commencement Date** means **[the date of this Agreement OR *[insert date]*]**;
- Confidential Information** has the meaning given to it in clause 14.1;
- Force Majeure** has the meaning given in clause 18;
- Law** means
 - (a) any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of;
 - (b) the common law and laws of equity as applicable to the parties from time to time;

- (c) any binding court order, judgment or decree;
- (d) any applicable industry code, policy or standard; or
- (e) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;

Performance Location means the location set out in the particulars, to which the Supplier shall deliver, or procure the performance of, the Services;

Policies means any policies of the Customer relating to the provision of the Services notified to the Supplier in writing;

Price means the price of any of the Services determined under clause 7;

Representatives has the meaning given to it in clause 14.2.1;

Services means the services listed in Schedule 1;

Specification means the description of the Services set out in Schedule 1;

Supplier Personnel means all employees, officers, staff, other workers, agents and consultants of the Supplier, and any subcontractors who are engaged in the performance of the Services from time to time;

Term has the meaning given to it in clause 2;

VAT means value added tax, as defined by the Value Added Tax Act 1994.

2 Commencement and term

This Agreement commences on the Commencement Date and shall continue until such time as it is terminated earlier pursuant to clause 7.7 or clause 12 (the **Term**).

3 Customer obligations

3.1 During the Term, the Supplier agrees to supply, and the Customer agrees to purchase, the Services on the terms set out in this Agreement.

3.2 The Customer shall at all times and in all respects:

3.2.1 perform its obligations in accordance with the terms of this Agreement;

- 3.2.2 pay the Prices for the Services in accordance with the provisions of clause 7;
- 3.2.3 co-operate with the Supplier in all matters arising under this Agreement or otherwise relating to the performance of the Services;
- 3.2.4 make the Performance Location accessible to the Supplier and the Supplier Personnel as may be necessary for the Supplier to perform the Services and otherwise comply with its obligations under this Agreement; and
- 3.2.5 inform the Supplier in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services.

4 Performance of the services

- 4.1 The Customer shall make the Performance Location fully available for the Supplier and the Supplier Personnel.
- 4.2 The Supplier shall use its reasonable endeavours to perform the Services in accordance with the Specification.
- 4.3 The Supplier shall ensure that adequate supervision is provided for the Supplier Personnel.
- 4.4 The Supplier shall not be liable for any delay or failure in completion of the Services caused by:
 - 4.4.1 the Customer's failure to: (i) make the Performance Location available, or (ii) provide the Supplier with adequate instructions for supply and completion of the Services; or
 - 4.4.2 Force Majeure.

5 Warranty

- 5.1 The Customer warrants that it has the right, power and authority to enter into this Agreement and grant to the Supplier the rights (if any) contemplated in this Agreement.
- 5.2 The Supplier warrants that the Services shall be performed with reasonable care and skill.
- 5.3 Subject to the provisions of clause 5.4, the Supplier shall, at its option, remedy, re-perform or refund the Price of any Services that do not comply with clause 5.2, provided that the Customer serves a written notice on the Supplier that some or all of the Services do not comply with clause 5.2, and identifying in sufficient detail the nature and extent of the defects within five Business Days of the relevant supply.
- 5.4 The Supplier shall not be liable for any failure of the Services to comply with the provisions of clause 5.2 where the same arises directly or indirectly and whether in whole or in part as a result of:
 - 5.4.1 a breach by the Customer of any of its obligations under this Agreement; or
 - 5.4.2 an event of Force Majeure.
- 5.5 Except as set out in this clause 5:

- 5.5.1 the Supplier gives no warranty and makes no representations in relation to the Services; and
- 5.5.2 shall have no liability for any non-compliance with the warranty in clause 5.2,
and the conditions implied by the Supply of Goods and Services Act 1982 ss 12–16 (inclusive) are expressly excluded.
- 5.6 The Customer acknowledges that the Supplier is not and cannot be aware of the extent of any potential loss or damage to the Customer resulting from any failure of the Services to conform to the Specification or any failure by the Supplier to discharge its obligations under this Agreement.
- 5.7 Subject to clause 5.6, the provisions of clause 5.3 set out the Customer's sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of clause 5.2 or for any other error or defective performance of the Services.

6 Suspension of services

- 6.1 If the Supplier is prevented or delayed in performing the Services by any cause attributable to the Customer, the Supplier (without prejudice to its other rights):
- 6.1.1 may suspend performance of the Services until the Customer remedies its default;
- 6.1.2 shall not be liable for any costs or losses sustained by the Customer as a result of such suspension; and
- 6.1.3 may charge the Customer (and the Customer shall pay under this Agreement) costs or losses incurred by the Supplier arising from the Customer's default, subject to clause 10.

7 Price

- 7.1 The Prices payable by the Customer in respect of the Services are contained in Schedule 1 and may be increased by the Supplier under clauses 7.5 and 7.6.
- 7.2 The Prices are exclusive of:
- 7.2.1 any services falling outside of the Specification which shall be charged at the Supplier's standard rates, and
- 7.2.2 VAT (or equivalent sales tax).
- 7.3 The Customer shall pay any applicable VAT (or equivalent sales tax) to the Supplier on receipt of a valid VAT invoice.
- 7.4 Where the Prices are calculable on a time and materials basis, the Supplier shall keep time sheets showing the hours worked by each of the Supplier Personnel in respect of the provision of the corresponding Services and will if so requested produce them to the Customer for accounting purposes.
- 7.5 The Supplier may increase the Prices at any time by giving the Customer not less than 15 Business Days' notice in writing provided that:

- 7.5.1 the number of Price increases during any 12 month period does not exceed two (excluding any increases imposed under clause 7.6); and
- 7.5.2 the increase does not exceed 10% of the Prices in effect immediately prior to the increase.
- 7.6 Notwithstanding clause 7.5, the Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Services which exceeds 10% and which is due to any factor beyond the control of the Supplier.
- 7.7 If the Customer does not agree with any increase in the Prices notified under clauses 7.5 or 7.6 then the Customer may terminate this Agreement by giving the Supplier not less than 30 calendar days' notice, such notice to expire no earlier than the date on which the price increase was due to take effect provided always that the Customer shall accept performance (and shall, where applicable pay the increased price for) any Services in respect of which the Supplier had (at or prior to the time of receiving such notice) entered into an irrevocable commitment with any third party in connection with the Services.

8 Payment

- 8.1 The Supplier may issue invoices for the Services [monthly][/][four-weekly] or at any other time in the Supplier's sole discretion.
- 8.2 The Customer shall pay all invoices:
- 8.2.1 in full in cleared funds within [seven] days of the date of each invoice; and
- 8.2.2 to the bank account nominated by the Supplier.
- 8.3 Time of payment is of the essence. Where sums due hereunder are not paid in full by the due date:
- 8.3.1 the Supplier may, without limiting its other rights, charge interest on such sums at 5% a year above the base rate of National Westminster Bank Plc from time to time in force; and
- 8.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

9 Credit limit

The Supplier may set and vary credit limits and payment terms from time to time and withhold all further supplies without liability to the Customer if the Customer exceeds such credit limit or payment terms.

10 Limitation of liability

- 10.1 The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 10.
- 10.2 Subject to clause 10.5, the total liability of the Supplier shall not exceed the sum of [£5,000].

- 10.3 Subject to clause 10.5, neither party shall be liable for consequential, indirect or special losses.
- 10.4 Subject to clause 10.5, neither party shall be liable for any of the following (whether direct or indirect):
- 10.4.1 loss of profit;
 - 10.4.2 loss of or corruption to data;
 - 10.4.3 loss of use;
 - 10.4.4 loss of production;
 - 10.4.5 loss of contract;
 - 10.4.6 loss of opportunity;
 - 10.4.7 loss of savings, discount or rebate (whether actual or anticipated);
 - 10.4.8 harm to reputation or loss of goodwill.
- 10.5 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:
- 10.5.1 death or personal injury caused by negligence;
 - 10.5.2 fraud or fraudulent misrepresentation; or
 - 10.5.3 any other losses which cannot be excluded or limited by applicable law.

11 Insurance

- 11.1 The Supplier shall put in place and maintain the following insurance for the duration of this Agreement public liability insurance for not less than £1,000,000.00 in respect of each claim.
- 11.2 At the Customer's request, the Supplier shall supply copies of the certificates of insurance.

12 Restrictive covenant

The Customer undertakes to the Supplier that (except with the prior written consent of the Supplier), it shall not, whether by itself, through its employees or agents or otherwise and whether on its own account or in conjunction with others whether directly or indirectly, for a period of two years after the date this Agreement is terminated, solicit, entice, employ, seek to employ, conclude any contract for services with, offer or procure or facilitate the making of any such offer by any other person, any person who was an officer or employed by the Supplier at any time during the 12 months prior to the date this Agreement is terminated.

13 Termination

- 13.1 This Agreement may be terminated by either the Supplier or the Customer giving not less than four weeks' notice in writing to the other party.

- 13.2 Either party may terminate this Agreement at any time by giving notice in writing to the other party if:
- 13.2.1 the other party commits a material breach of this Agreement and such breach is not remediable; or
 - 13.2.2 the other party commits a material breach of this Agreement which is not remedied within 14 days of receiving written notice of such breach.
- 13.3 Without prejudice to any other rights that it may have, the Supplier may terminate this Agreement immediately on written notice to the Customer if the Customer has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid 10 Business Days after the Customer has received a written notification from the Supplier that the payment is overdue.
- 13.4 Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:
- 13.4.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 13.4.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
 - 13.4.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 13.4.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 13.4.5 has a resolution passed for its winding up;
 - 13.4.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 13.4.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
 - 13.4.8 has a freezing order made against it;
 - 13.4.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
 - 13.4.10 is subject to any events or circumstances analogous to those in clauses 13.4.1 to 13.4.9 in any jurisdiction;
 - 13.4.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 13.4.1 to 13.4.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

- 13.5 The right of a party to terminate the Agreement pursuant to clause 13.4 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.
- 13.6 On termination of this Agreement for any reason:
- 13.6.1 the Customer shall immediately pay all outstanding invoices of the Supplier;
- 13.6.2 the Supplier shall promptly invoice the Customer for all Services performed but not yet invoiced and payment for such invoices shall be due immediately on receipt by the Customer;
- 13.6.3 the Customer shall within five Business Days return any materials of the Supplier then in its possession or control; if it fails to do so, the Supplier may enter any premises owned by or under the control of the Customer and take possession of them; and
- 13.6.4 the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected.
- 13.7 The following clauses of this Agreement shall survive termination, howsoever caused:
- 13.7.1 clause 10 (limitation of liability);
- 13.7.2 clause 12 (restrictive covenant);
- 13.7.3 clause 13.6 (termination);
- 13.7.4 clause 14 (confidential information);
- 13.7.5 clause 15 (dispute resolution);
- 13.7.6 clause 17 (notices);
- 13.7.7 clause 28 (third party rights); and
- 13.7.8 clauses 29 and 30 (governing law and jurisdiction);

together with any other provision of this Agreement which expressly or by implication is intended to survive termination.

14 Confidential information

- 14.1 Each party undertakes that it shall keep any information that is confidential in nature concerning the other party including, any details of its business, affairs, customers, clients, suppliers, plans or strategy (**Confidential Information**) confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by clause 14.2.
- 14.2 A party may:
- 14.2.1 subject to clause 14.4, disclose any Confidential Information to any of its employees, officers, representatives or advisers (**Representatives**) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement,

provided that such party must ensure that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 14 as if it were a party;

- 14.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
- 14.2.3 subject to clause 14.4, use Confidential Information only to perform any obligations under this Agreement.
- 14.3 Each party recognises that any breach or threatened breach of this clause 14 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 14.4 This clause 14 shall bind the parties during the Term and for a period of five years following termination of this Agreement.

15 Dispute resolution

- 15.1 Any dispute arising between the parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this clause 15.
- 15.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 15.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
 - 15.3.1 Within seven days of service of the notice, the contract managers of the parties shall meet to discuss the dispute and attempt to resolve it.
 - 15.3.2 If the dispute has not been resolved within seven days of the first meeting of the contract managers, then the matter shall be referred to the chief executive (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within seven days to discuss the dispute and attempt to resolve it.
- 15.4 The specific format for the resolution of the dispute under clause 15.3.1 and, if necessary, clause 15.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.
- 15.5 If the dispute has not been resolved within 14 days of the first meeting of the chief executives (or equivalent) under clause 15.3.2 then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 15.6 Until the parties have completed the steps referred to in clauses 15.3 and 15.5, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

16 Entire agreement

- 16.1 This Agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 16.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.
- 16.3 Nothing in this Agreement purports to limit or exclude any liability for fraud.

17 Notices

- 17.1 Any notice given by a party under this Agreement shall be:
- 17.1.1 in writing and in English;
- 17.1.2 signed by, or on behalf of, the party giving it (except for notices sent by email); and
- 17.1.3 sent to the relevant party at the address set out in clause 17.3.
- 17.2 Notices may be given, and are deemed received:
- 17.2.1 by hand: on receipt of a signature at the time of delivery;
- 17.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
- 17.2.3 by email provided confirmation is sent by first class post on receipt of a: delivery read receipt email from the correct address.
- 17.3 Notices shall be sent to:
- 17.3.1 Hamilton Commercial & Domestic Cleaning Ltd for the attention of [insert name and/or position]] at:
- [insert address]*
- [[*[insert email address]*]]; and
- [copied to *[insert name]* at *[insert address]*; and]
- 17.3.2 [insert name of the Customer] [for the attention of [insert name and/or position]] at:
- [insert address]*
- [[*[insert email address]*]]; and OR .]
- [copied to *[insert name]* at *[insert address]*.]
- 17.4 Any change to the contact details of a party as set out in clause 17.3 shall be notified to the other party in accordance with clause 17.1 and shall be effective:

- 17.4.1 on the date specified in the notice as being the date of such change; or
- 17.4.2 if no date is so specified, two Business Days after the notice is deemed to be received.
- 17.5 All references to time are to the local time at the place of deemed receipt.
- 17.6 This clause does not apply to notices given in legal proceedings or arbitration.

18 Force majeure

- 18.1 In this clause '**Force Majeure**' means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay is not Force Majeure.
- 18.2 A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:
- 18.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and
- 18.2.2 uses reasonable endeavours to minimise the effects of that event.
- 18.3 If, due to Force Majeure, a party:
- 18.3.1 is unable to perform a material obligation; or
- 18.3.2 is delayed in or prevented from performing its obligations for a continuous period of more than 40 Business Days,
- either party may terminate this Agreement on not less than four weeks' written notice.

19 Variation

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

20 Assignment and sub-contracting

- 20.1 The Supplier may at any time assign, sub-contract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights under this Agreement, provided that it gives prior written notice to the Customer.
- 20.2 The Customer shall not assign, sub-contract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights under this Agreement, in whole or in part, without the Supplier's prior written consent (such consent not to be unreasonably withheld or delayed).

21 Set off

Each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

22 No partnership or agency

The parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

23 Severance

23.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

23.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

24 Waiver

24.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

24.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

24.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

25 Compliance with law

Each party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its employees, agents and representatives will comply with all applicable laws and regulations, provided that neither party shall be liable for any breach of this clause 25 to the extent that such breach is directly caused or contributed to by any breach of this Agreement by the other party (or its employees, agents and representatives).

26 Conflicts within agreement

26.1 In the event of any conflict or inconsistency between different parts of this Agreement, the following descending order of priority applies:

26.1.1 the terms and conditions in the main body of this Agreement; and

26.1.2 Schedule 1.

26.2 Subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

27 Costs and expenses

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

28 Third party rights

28.1 Except as expressly provided for in clause 28.2, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

28.2 The Affiliates of the Supplier shall have the right to enforce the provisions of this Agreement.

29 Governing law

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

30 Jurisdiction

Subject to clause 15, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

AGREED by the parties on the date set out at the head of this Agreement

Signed by **CHRISTOPHER HAMILTON**



for and on behalf of
HAMILTON COMMERCIAL & DOMESTIC CLEANING LTD

Director

and

Signed by **[insert full name of director/authorised signatory]**

.....

for and on behalf of
[insert name of the Customer]

[Director OR Authorised signatory]

**SCHEDULE 1
SERVICES**
