



1. Definitions

In these Terms:

'Acceptance' means the signature page in the Proposal, headed "Form of Acceptance".

'Client' means the legal entity who has signed or on whose behalf the Client's authorised person has signed the Acceptance and (where applicable):

- i. where the Client is a partnership (not being a limited liability partnership), 'Client' includes all of the partners (and the authorised person signs for all partners jointly and severally);
- ii. where the authorised person is or is employed by a managing agent or facilities or premises or property manager or similar agent, the authorised person is signing for themselves or that agent (as the case may be) and they, and not individual occupiers of the relevant premises, are the 'Client', unless the authorised person has stated specifically in the Acceptance that they are authorised to sign for and on behalf of a named legal entity who is such an occupier or the owner or lessee of such premises, and in respect of whom WORKPLACE has submitted the Proposal.

'Contract' means the contract between WORKPLACE and the Client, which incorporates the Proposal (and the further documents and URL links referred to in the Proposal) and these Terms, as evidenced by the signature of the Acceptance.

'Contract Start Date' means the date from which WORKPLACE shall provide Services and so designated in the Acceptance.

'Data Protection Laws' means all applicable legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including as at the date of these Terms, (i) the Data Protection Act 2018, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

'Proposal' means WORKPLACE's cost proposal for Services to which these Terms are attached.

'Services' means all the cleaning and ancillary services specified by WORKPLACE in the Proposal.

'WORKPLACE' means Intelligent Workplace Solutions Limited, registered in England and Wales 03737792, with registered offices at 40a Station Road, Twyford, Berkshire RG10 9NT.

2. Provision of Services

WORKPLACE shall provide the Services in accordance with these Terms and the Proposal

- 2.1. Bank Holidays are not included as normal working days unless specifically shown in the Proposal. The wages allocated to bank holidays form part of the employee holiday pay.
- 2.2. The Contract is based upon the number of weeks' service stipulated in the Proposal. Shutdown or non-service days will be charged as per the Contract unless specifically identified within the Proposal.
- 2.3. If it appears after the Contract Start Date that the requirements of the Client significantly exceed those referred to or relied on in the Proposal, WORKPLACE shall be entitled to increase its charges commensurately.

3. Duration

Unless it is previously terminated under clause 14, the Contract shall continue for a minimum fixed term of 12 months from the Contract Start Date (**'the Fixed Term'**), unless a longer minimum fixed term is specified in the Proposal, in which case that longer period is the Fixed Term), and then continue until it is terminated by notice strictly in accordance with clause 13.

4. WORKPLACE Staff

Basic DBS checks (criminal record check) are available if requested by the Client and are chargeable at £40.00 plus vat per employee, except educational sector contracts that include an Enhanced DBS check within the Proposal.

5. The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

Where and to the extent that TUPE applies on commencement or following termination of the Contract or otherwise in connection with the Services, the Client agrees to indemnify WORKPLACE in respect of any costs or liabilities to relevant employees or any such costs or liabilities in defending or prosecuting any relevant claims if the employee liability information or other relevant information supplied to WORKPLACE by the Client or its agents or contractors is not wholly accurate or in respect of which there is a material non-disclosure of any liability to any particular employee and or in respect of which there has arisen or is likely to arise a breach of Data Protection Laws.

6. Access to premises

WORKPLACE require access to the Client's premises at the times and for the periods referred to in the Proposal and at other times for audit and for the managing of supplies and sub-contractors or third parties providing specialist or testing or compliance services, to perform the Contract. Should access to all or any part of the Client's premises not be granted, WORKPLACE shall be under no obligation to carry out the Contract to the extent that such access is denied or impaired. Notwithstanding such denial or impairment of access, WORKPLACE shall be entitled to charge as if it had been given access and or shall be entitled to charge in full the amount of any costs or fees of sub-contractors thrown away. The Client shall provide adequate and secure space at the Site for the safe storage of WORKPLACE's equipment and materials.

7. Change Control

7.1. Either party may propose changes to the scope or execution of the Contract and or Services, but no proposed changes shall come into effect until a relevant "Change Order" has been signed (including electronic signature or express email or other electronic acceptance) by both parties in accordance with this clause. A **Change Order** shall be a document (including email) setting out the proposed changes and the effect that those changes will have on:

- 7.1.1. the Services;
- 7.1.2. the Contract Charges;

- 7.1.3. the timetable for the Services; and
- 7.1.4. any of the other terms of the relevant Proposal.

8. Health & Safety

WORKPLACE acknowledges that it is under a duty to ensure so far as reasonably practicable the health, safety and welfare at work of all its employees and other persons who are affected by its business activities. The Client will ensure that the premises where the Services will be performed, and any equipment and chemicals if provided by the Client, are safe for work and comply with all statutory requirements for the health and safety at work for WORKPLACE's employees/contractors. WORKPLACE may refuse to permit its employees/contractors to work in the premises or any part of them if WORKPLACE reasonably considers that they may be exposed to undue risk or danger.

9. Client Complaints

- 9.1. Above and beyond the methods set out with the Client at the WORKPLACE Hand Over & Help Me meeting, dealing with any day-to-day service issues, any complaint of a fundamental nature about the performance of the Contract must be made to WORKPLACE within 2 working days of occurrence and WORKPLACE will take all necessary action, without cost to the Client to investigate and (unless it reasonably considers that the complaint was not justified) take any necessary remedial action.
- 9.2. Any complaint must be made either by:
- 9.3. e-mail to helpme@workplace.co.uk or;
- 9.4. by registered post to our offices.
- 9.5. In the absence of complaint, it will be assumed that the Client is satisfied with WORKPLACE's performance of the Contract.

10. Payment

- 10.1. The Client shall pay all invoices within 30 days of presentation.
- 10.2. Any queries concerning an invoice must be received by WORKPLACE within 21 days of the date of the invoice, failing which the Client shall be deemed to have accepted the correctness of the invoice in all respects.
- 10.3. All invoices include VAT at the applicable rate save in the case of manifest error.
- 10.4. Any bank charges incurred by WORKPLACE due to a dishonoured or declined payment will be invoiced to the Client plus an administration charge of £30 per incidence.
- 10.5. If the Client fails to pay an invoice in respect of the Contract on the due date of payment, the Client shall pay interest on them at the rate of 3% per annum plus the base rate from time to time of National Westminster Bank calculated on a day-to-day basis until payment is received.
- 10.6. Credits as agreed by WORKPLACE for non-conformance or non-performance of the Contract shall be for the wage element of the Contract costs as identified in the Proposal.

11. Annual Increase in charges

WORKPLACE will increase the amount charged for the Services as specified in the Contract by the higher of 2.5% or the change in the Consumer Prices Index at the date of the first anniversary of the Contract Start Date, and at that higher rate on each anniversary of the Contract Start Date thereafter.

- 11.1. WORKPLACE may additionally increase the amount charged for the Contract to the Client, if Government legislation comes into effect that directly impacts WORKPLACE's costs of performing the Contract, including but not limited to employment Legislation relating to the Working Time Directive or the Living Wage, unless the relevant legislation, statute or law was in force at the date of the Proposal at the date of the Proposal. WORKPLACE will give the Client not less than 30 days' notice of increases pursuant to this Clause.

12. Suspension of performance

Failure by the Client to pay WORKPLACE's invoices within 30 days of presentation or to comply with any of its other obligations under the Contract shall constitute sufficient cause for WORKPLACE to suspend Services under the Contract until such invoices and interest on them have been paid in full and the Client's other obligations have been complied with in full. In this event WORKPLACE reserves the right to continue to invoice the Contract charges in full during such suspension. The provisions of this clause 12 are without prejudice to clause 14.

13. Termination by notice

The Client or WORKPLACE may terminate this agreement by giving not less than 3 months' notice, expiring no earlier than the end of the Fixed Term. Where termination (on whatever ground and at whatever time and whether lawful or not, and including a termination to which TUPE applies) is followed within 6 months of the effective date of termination by the Client taking the equivalent of all or a substantial part of the Services or similar services in-house (which shall include the supply thereof by other members of the Client's group of companies or the supply thereof by third party suppliers of such services to those other members of that group) then the Client shall give WORKPLACE an additional three months' notice of termination or (where none is given) the Client shall be liable for an amount equivalent thereto (or an amount that is equal to the last three months of charges made by WORKPLACE) in lieu of notice and in any such case such notice or such charges in lieu of notice shall be, and WORKPLACE shall be entitled to them, by way of liquidated damages. Termination by WORKPLACE may be given in writing to the Client's Registered Office, or by email to the Client's authorised person signing the Acceptance or to any person acting as the Client's representative during the Contract. Termination by the client shall be given by the following means:

- 13.1. in writing by recorded signed for Royal Mail service to its registered office, or
- 13.2. (except in the case of proceedings) by e-mail to helpme@workplace.co.uk

14. Grounds for Termination

Either Party may terminate the Contract without prior notice if the other:

- 14.1. suffers the presentation of a petition for their bankruptcy or a petition for its compulsory winding-up (as the case may be); or
- 14.2. has a receiver, administrative receiver, liquidator, manager or similar officer appointed over all or part of its undertaking
- 14.3. compounds with its creditors; or



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- 14.4.** commits a material breach of the Contract and fails to remedy it within 30 days (or, in the case of non-payment of any of WORKPLACE's invoices, within 2 days) after written notice requiring it to be remedied.

A party entitled to terminate the Contract or to suspend any of its obligations shall not be deemed thereby to have waived any such entitlement or other right by not exercising the same, or by granting any time or indulgence to the other party.

15. Recruitment fees

Where within 6 months of termination (on whatever ground) of the Contract the Client offers any employment or other engagement to any employee or contractor of WORKPLACE to provide or manage services similar to the Services, the Client shall be liable to WORKPLACE by way of liquidated damages and otherwise by way of introduction fees to an amount equal to 25% of that employee's/contractor's or those employees'/contractors' aggregate annual remuneration (irrespective of the length of service).

16. Limitation and exclusions of liability

- 16.1.** WORKPLACE's total liability in contract, tort or statute arising in connection with the Contract or otherwise in connection with the Services, shall be limited, (i) in the case of claims relating to damage to physical property, to £1,000,000 in total; and (ii) in every other case to the maximum aggregate of £10,000.
- 16.2.** WORKPLACE shall not be liable to the Client for loss of profits, revenue, savings or anticipated savings, indirect or consequential loss or damage, loss of reputation or goodwill, data loss, loss of software and loss of storage media, however any such loss or damage arises, and all such loss and damage is hereby excluded to the maximum extent permitted by law.
- 16.3.** WORKPLACE shall not in any event be liable whatsoever unless notice of a claim with reasonable details of it are served on it within 3 months of the accrual of the relevant cause of action.
- 16.4.** The Client acknowledges that the foregoing provisions are reasonable and reasonably necessary for WORKPLACE to be able to offer the pricing in the Proposal and that the Client may elect to secure reduced exclusions or limitations for an increase in such pricing.
- 16.5.** Nothing in this clause 16 or otherwise in this Contract excludes or limits the liability of either party for death or personal injury or for fraud.

17. Force Majeure

Without limiting clause 6, neither party shall be liable for any failure in the performance of any of its obligations (other than any payment obligation) under the Contract caused by factors outside its control, which such factors are not limited to acts of God at common law, but which such factors exclude strikes, lock-outs, picketing, industrial or labour unrest, picketing or interference by interest groups or lobbyists or activists, or for any factor or risk for which either party is insured or ought in the usual course of its business to be insured.

18. Confidentiality

All information that is acquired, or that comes to the knowledge of either party in connection with the business of the other shall be treated by that party as confidential.

19. Variation

Except as expressly provided for in the Contract, no variation or amendment of it shall be valid unless committed to writing by either party and signed (including by electronic means) on behalf of the other.

20. No assignment

Neither party may, without prior written consent of the other party, assign or dispose of the Contract or part with any interest in it. Without limiting the foregoing, informal notice to or acceptance by WORKPLACE of any or any proposed such assignment shall not bind WORKPLACE unless recorded in a contractually binding written agreement.

21. Third Parties

No person other than WORKPLACE and the Client shall acquire any enforceable rights under or in connection with the Contract.

22. Law

The Contract shall be governed by English law and the parties consent to the exclusive jurisdiction of the English courts in all matters regarding it.

23. Modern Slavery

In respect of anti-slavery and human trafficking laws, in performing their respective obligations under the Contract, both parties shall:

- 23.1.** Take all necessary steps to ensure that slavery and human trafficking is not taking place in any of its supply chains and/or in any part of its business;
- 23.2.** Comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015, as amended (the "Modern Slavery Act");
- 23.3.** Not engage in any activity, practice or conduct that would constitute an offence under Sections 1, 2 or 4 of the Modern Slavery Act if such activity, practice or conduct were carried out in the UK.

24. Anti-Bribery

WORKPLACE shall comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.

25. Data Protection

Each party shall comply and provide reasonable assistance to the other party to comply, with Data Protection Laws in connection with the performance of the Contract.