



# TERMS AND CONDITIONS

## 1. Definitions

In these Terms and Conditions, the following definitions shall have the following meanings:

'WORKPLACE' means Intelligent Workplace Solutions Ltd, 40a Station Road, Twyford, Berkshire RG10 9NT. 'The Client' means the company, corporate body or entity, together with any subsidiary or associated company for whom cleaning services are provided by WORKPLACE. The 'Contract' means the Contract between WORKPLACE and the Client, the agreement for which incorporates these terms and conditions.

## 2. Provision of Services

WORKPLACE shall provide the Services in accordance with these terms and the Cost Proposal and provide adequate staff (including supervision) equipment and cleaning materials.

- 2.1. Bank Holidays are not included as normal working days unless specifically shown in the Cost Proposal. The wages allocated to bank holidays form part of the employee holiday pay.
- 2.2. The Contract is based upon the number of week's service stipulated in the Cost Proposal. Shutdown or non-service days will be charged as per the Contract unless specifically identified within the Cost Proposal.
- 2.3. WORKPLACE reserve the right to increase the Contract charge to the Client within the first 12 months of this agreement, if, after having commenced performance of the Contract, the requirements of the Client are materially different to those that were relayed to WORKPLACE at the time of Cost Proposal, WORKPLACE will give the Client not less than 30 days' notice of the intention to increase the charge for the Contract.

## 3. Duration of Agreement

Unless it is previously terminated under the grounds as provided for below, this agreement shall continue for a term of 12 months ('the Term') from the start date of the Contract, and then until it is terminated by the notice agreed below expiring at any time after the term

## 4. Selection of WORKPLACE's Staff

WORKPLACE will provide staff (and where necessary sub-contractors) to work under the Contract who are (so far as possible) known to it and in respect of whom character and employment references have been checked to ensure they are reliable, discreet and honest.

- 4.1. Basic DBS checks (criminal record check) are available if requested by the Client and are chargeable at £40.00 per employee plus VAT unless both parties have agreed they are included within the Contract price in writing, except educational sector contracts that include an Enhanced DBS check within the Contract price.
- 4.2. Proof of Right to Work in the UK checks are conducted for all employees.

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

The Client agrees to indemnify WORKPLACE in respect of any costs incurred by TUPE if the information supplied to WORKPLACE is not wholly accurate and correct upon implementation and performance of the Contract.

## 6. Security

WORKPLACE will ensure as much as it is able to, that its staff and any sub-contractors working on the Site under the Contract are made fully aware of and comply with the Client's security procedures, and do not take bags other than small handbags onto the Site.

## 7. Equipment

WORKPLACE will provide the equipment necessary to perform the Contract and maintain it in line with safety guidelines, and provide replacements when breakdowns occur, or any equipment ceases to work effectively.



## 8. Storage Space

The Client shall provide adequate and secure space at the Site for the storage of the WORKPLACE's equipment and materials.

## 9. Premises

WORKPLACE shall require access to the Client premises in order to perform the Contract. Should access to all or any part of the Client premises not be granted, WORKPLACE shall be under no obligation to carry out the Contract as agreed.

9.1. From time to time and after obtaining the Client's consent, a sub-contractor of WORKPLACE may require access to the Client premises. In the event of the sub-contractor not being able to gain the required access, WORKPLACE will charge to the Client the quoted amount as specified for the works that were therefore unable to be performed.

## 10. New Premises

If the Client moves to another Site or alters the Premises on the Site and gives WORKPLACE full details of the new, additional or altered Premises, WORKPLACE will provide a new or varied schedule specifying the work to be done and a Cost Proposal for a revised Contract Charge, and if accepted by the Client, the Contract will continue in force as altered.

## 11. Safe Premises

The Client warrants that the Premises, 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. WORKPLACE may refuse to permit its staff to work in the Premises or any part of them if WORKPLACE reasonably considers that they may be exposed to undue risk or danger.

## 12. WORKPLACE's Health and Safety Policy

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. So far as it affects its staff who work under the Contract, WORKPLACE undertakes with the Client that (without limiting its duties to them) it will:

- 12.1. safeguard their health, safety and welfare at work under the Contract
- 12.2. bring to their notice the safety policies of both WORKPLACE and the Client
- 12.3. provide all necessary information, training and supervision in safe working practices and the need to work safely; and
- 12.4. have regard for the health and safety of those not employed by WORKPLACE but who may be affected by WORKPLACE's work under the Contract.

## 13. Client Complaints

13.1. 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.

13.2. Any complaint must be made either by:

13.3. e-mail to [helpme@workplace.co.uk](mailto:helpme@workplace.co.uk) or;

13.4. by registered post to our offices.

13.5. In the absence of complaint, it will be assumed that the Client is satisfied with WORKPLACE's performance of the Contract.

## 14. Credits

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 Cost Proposal.

## 15. Payment

Contracts with a quoted annual cost of £5000 or less, net of VAT, will be payable by the Client by means of Standing Order to WORKPLACE, that the Client must have set up prior to the commencement of the Contract



**On all other Contracts:**

- 15.1. The Client shall pay all invoices not later than 30 days after deemed receipt by the Client.
- 15.2. Any queries concerning an invoice must be received by WORKPLACE within 30 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
- 15.3. All invoices are inclusive of VAT which is payable in addition to all quoted prices
- 15.4. Any bank charges incurred by WORKPLACE due a Client's cheque being returned unpaid will be passed on to the Client at a rate of £30 per cheque.

**16. Annual Increase in Charge**

WORKPLACE will increase the amount charged for the Contract by 2.5% at the date of the first anniversary of the start date of the Contract, and at a rate of 2.5% at the same date every 12 months thereafter

- 16.1. WORKPLACE may additionally increase the amount charged for the Contract to the client, if Government legislation, law or statute comes in to 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 published or known about at the commencement date of the Contract. WORKPLACE will give the Client not less than 30 days' notice of the intention to increase the charge for the Contract pursuant to this Clause

**17. Interest on late payments**

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.

**18. Suspension of performance**

Failure by the Client to pay invoices rendered in respect of the Contract within 30 days of due date or to comply with any of its other obligations under the Contract shall constitute sufficient cause for WORKPLACE to suspend or terminate service under the Contract until the Contract charges 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.

**19. 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 Term, unless termination by the Client is for reason of taking the cleaning operation in-house, in which case 6 months' notice of termination from the Client will be required. Termination by WORKPLACE may be given in writing to the Client's Registered Office. Termination by the client shall be given by the following means:

- 19.1. in writing by registered post to our offices, or
- 19.2. by e-mail to [helpme@workplace.co.uk](mailto:helpme@workplace.co.uk)

**20. Grounds for Termination**

Either Party may terminate this agreement without prior notice if the other:

- 20.1. makes any assignment of its business for the benefit of creditors
- 20.2. has a receiver, administrative receiver or similar officer appointed of all or part of its property
- 20.3. becomes bankrupt or goes into liquidation (except with the other's consent) for the purpose of amalgamation or reconstruction; or
- 20.4. commits a breach of this agreement and fails to remedy it within 30 days after written notice requiring it to be remedied.

**21. Redundancy on premature termination**

With exception of termination on the grounds as set out at Clause 20, if the Client terminates the Contract without notice or with less notice than is agreed, the Client agrees to compensate WORKPLACE in full on demand for contractual pay in lieu of notice and statutory pay and compensation for unfair dismissal for which WORKPLACE becomes liable as a result of the termination.



## **22. Liability**

22.1. WORKPLACE's total liability in Contract, tort (including negligence or breach of statutory duty) arising in connection with this agreement, shall be limited to, in the case of claims relating to damage to physical property, ten million pounds in total.

22.2. Neither party shall be liable to the other under this agreement for loss of profits, revenue, indirect or consequential loss or damage.

## **23. Force Majeure**

Neither party shall be liable for any failure in the performance of any of its obligations under this agreement caused by factors outside its control

## **24. Confidentiality**

In performing the Contract for the Client, all information that is acquired, or that comes to the knowledge of WORKPLACE, its contractors or agents in connection to the Clients' business, or the Client's customers' business shall be treated by WORKPLACE as confidential, both during and after the ending of this agreement.

## **25. Variation**

Except as expressly provided for in this agreement, no variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless committed to writing by WORKPLACE and signed on behalf of the Client.

## **26. No assignment**

Neither party to this agreement may, without prior written consent of the other party, assign or dispose of the Contract, part with any interest in it, or grant any lease or license or delegate any of the rights conferred by it.

## **27. Third Parties**

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

## **28. General Terms**

These terms and conditions represent the agreement between WORKPLACE and the Client, and are the terms as incorporated into the Contract between both parties. This agreement shall be governed by English law and the party's consent to the exclusive jurisdiction of the English courts in all matters regarding it.

## **29. Modern Slavery**

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

29.1. 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;

29.2. 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");

29.3. 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;

## **30. 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 and the US Foreign Corrupt Practices Act 1977.



## STANDING ORDER MANDATE

<b>Name of Bank</b>	
<b>Address</b>	

Please tick relevant box:

- New Instruction
- Please amend previous Standing Order quoting reference/beneficiary

### ACCOUNT TO BE DEBITED

SORT CODE

ACCOUNT NO.

ACCOUNT NAME

### BENEFICIARY DETAILS

BANK

BRANCH DETAILS

SORT CODE

ACCOUNT NO.

IBA

BIC

SERVICE TAKEN

BENEFICIARY NAME

REFERENCE

### PAYMENT DETAILS

AMOUNT OF FIRST PAYMENT

DATE OF FIRST PAYMENT

AMOUNT OF USUAL PAYMENT

DATE OF USUALLY PAYMENT

AMOUNT OF USUAL PAYMENT IN WORDS

TO BE PAID  MONTHLY  QUARTERLY  ANNUALLY

### COMPLETE EITHER

AMOUNT OF LAST PAYMENT

DATE OF LATE PAYMENT

OR

PLEASE CONTINUE PAYMENT UNTIL FURTHER NOTICE

CLIENT'S SIGNATURE (S)

DATE

COMPLETED FORMS MUST BE EMAILED TO [ACCOUNTS@WORKPLACE.CO.UK](mailto:ACCOUNTS@WORKPLACE.CO.UK) TO BE VERIFIED & AUTHORISED. ON RECEIPT OF CONFIRMATION FROM OUR ACCOUNTS TEAM YOU ARE REQUIRED TO FORWARD IT ONTO YOUR BANK TO BE SET UP.