

Champion Services Group terms and conditions

Please read these Terms and Conditions carefully. All contracts that the Provider may enter into from time to time for any cleaning services shall be governed by these Terms and Conditions, and the Provider will ask the Customer for the Customer's express written acceptance of these Terms and Conditions before providing cleaning services to the Customer.

1. Definitions

1.1 In these Terms and Conditions

"Business Day" means any day other than a Sunday, a bank or public holiday in England.

"Business Hours" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"Charges" means the following amounts:

- (a) the amounts specified in Section 5 of the Statement of Work;
- (b) such amounts as may be agreed in writing by the parties from time to time; and
- (c) amounts calculated by multiplying the Provider's standard service-based charging rates (as notified by the Provider to the Customer before the date of the Contract) by the frequency, by the Provider's personnel performing the Services

"Contract" means a particular contract made under these Terms and Conditions between the Provider and the Customer;

"Customer" means the person or entity identified as such in Section 1 of the Statement of Work;

"Customer Premises" means any premises owned or controlled by the Customer at which the parties expressly or impliedly agree the personnel of the Provider shall provide Services;

"Effective Date" means the date of execution of a Statement of Work incorporating these Terms and Conditions;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Minimum Term" means, in respect of the Contract, or the period specified in Section 2 of the Statement of Work;

"Provider" means Champion Services Group of 2 Sturrocks, Basildon, SS16 4PQ, a company incorporated in England. Champion Services Group, a partnership

established under the laws of England and Wales having its principal place of business at 2 Sturrocks, Basildon SS16 4PQ;

"**Services**" means the cleaning services specified in Section 3 of the Statement of Work;

"**Statement of Work**" means a written statement of work agreed by or on behalf of each of the parties;

"**Term**" means the term of the Contract, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2; and

"**Terms and Conditions**" means all the documentation containing the provisions of the Contract, namely the main body of these Terms and Conditions and the Statement of Work, including any amendments to that documentation from time to time.

2. Term

2.1 The Contract shall come into force upon the Effective Date.

2.2 The Contract shall continue in force until:

(a) all the Services have been completed; and

(b) all the Charges have been paid in cleared funds,

upon which it will terminate automatically, subject to termination in accordance with Clause 12.

2.3 Unless the parties expressly agree otherwise in writing, each Statement of Work shall create a distinct contract under these Terms and Conditions.

3. Services

3.1 The Provider shall provide the Services to the Customer in accordance with these Terms and Conditions.

3.2 The Provider shall provide the Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry.

3.3 If the Customer believes that any element of the Services does not meet the standard specified in Clause 3.2, then the Customer must promptly notify the Provider and allow the Provider to investigate the matter (including where applicable allowing the Provider to inspect the results of those Services) and, if those Services do not meet that standard, re-perform those Services.

3.4 The Provider shall devote such of its personnel's time and expertise to the performance of the Services as may be necessary for their satisfactory and timely completion.

3.5 The Provider shall comply with all reasonable requests and directions of the Customer in relation to the Services.

4. Customer Premises

4.1 The Customer shall:

- (a) promptly provide to the Provider such access to the Customer Premises as is reasonably required by the Provider for the provision of the Services;
- (b) maintain the Customer Premises in good order for the supply of the Services and in accordance with all applicable laws;
- (c) if the Customer is not a consumer, be responsible for ensuring the health and safety of the Provider's personnel whilst they are at the Customer Premises;
- (d) if the Customer is not a consumer, inform the Provider of all health, safety and security rules, regulations and requirements that apply at the Customer Premises;
- (e) if the Customer is not a consumer, maintain reasonable insurance cover for the Provider's personnel whilst they are working at the Customer Premises (including reasonable public liability insurance); and
- (f) ensure that no third-party service provider will be working at the Customer Premises during the provision of the Services at the Customer Premises by the Provider.

4.2 If the Customer is not a consumer, then in the performance of the Services at the Customer Premises, the Provider shall comply with all reasonable health, safety and security rules, regulations and requirements advised by the Customer to the Provider.

4.3 The Provider shall use all reasonable measures to secure any keys, and any other means of access, supplied by the Customer to the Provider for the purpose of enabling the Provider's personnel to enter and work at the Customer Premises.

5. Customer obligations

5.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such:

- (a) co-operation, support, and advice;
- (b) information and documentation; and
- (c) governmental, legal, and regulatory licenses, consents and permits,

as are reasonably necessary to enable the Provider to perform its obligations under the Contract.

5.2 The Customer must provide to the Provider access to a water supply, a wastewater disposal facility, a mains electricity supply.

6. Charges

- 6.1 The Customer shall pay the Charges to the Provider in accordance with these Terms and Conditions.
- 6.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 6.2.
- 6.3 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated inclusive of any applicable value added taxes
- 6.4 The Provider may elect to vary any element of the Charges by giving to the Customer not less than 7 days' written notice of the variation expiring

7. Payments

- 7.1 The Provider shall issue invoices for the Charges to the Customer at any time after the relevant Services have been delivered to the Customer
- 7.2 The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 7
- 7.3 The Customer must pay the Charges by direct debit, bank transfer, cash (using such payment details as are notified by the Provider to the Customer from time to time).
- 7.4 If the Customer does not pay any amount properly due to the Provider under these Terms and Conditions, the Provider may:
 - (a) charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
 - (b) if the Customer is not a consumer, claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

8. Distance and off-premises contracts: cancellation right

- 8.1 This Clause 8 applies if and only if the Customer enters into the Contract with the Provider as a consumer - that is, as an individual acting wholly or mainly outside the Customer's trade, business, craft or profession - where the Contract is a distance contract or off-premises contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 8.2 The Customer may withdraw an offer to enter into the Contract with the Provider at any time; and the Customer may cancel the Contract entered into with the Provider at any time within the period:

- (a) beginning when the Contract was entered into; and
- (b) ending at the end of 14 days after the day on which the Contract was entered into,

subject to Clause 8.3. The Customer does not have to give any reason for the withdrawal or cancellation.

8.3 The Customer agrees that the Provider may begin the provision of services before the expiry of the period referred to in Clause 8.2, and the Customer acknowledges that, if the Provider does begin the provision of services before the end of that period, then:

- (a) if the services are fully performed, the Customer will lose the right to cancel referred to in Clause 8.2; and
- (b) if the services are partially performed at the time of cancellation, the Customer must pay to the Provider an amount proportional to the services supplied or the Provider may deduct such amount from any refund due to the Customer in accordance with this Clause 8.

8.4 In order to withdraw an offer to enter into the Contract or cancel the Contract on the basis described in this Clause 8, the Customer must inform the Provider of the Customer's decision to withdraw or cancel (as the case may be). The Customer may inform the Provider by means of any clear statement setting out the decision. In the case of cancellation, the Customer may inform the Provider using the cancellation form that the Provider will make available to the Customer. To meet the cancellation deadline, it is sufficient for the Customer to send its communication concerning the exercise of the right to cancel before the cancellation period has expired.

8.5 If the Customer withdraws an offer to enter into the Contract, or cancels the Contract, on the basis described in this Clause 8, the Customer will receive a full refund of any amount the Customer paid to the Provider in respect of the Contract, except as specified in this Clause 8.

8.6 The Provider will refund money using the same method used to make the payment unless the Customer has expressly agreed otherwise. In any case, the Customer will not incur any fees as a result of the refund.

8.7 The Provider will process the refund due to the Customer as a result of a cancellation on the basis described in this Clause 8 without undue delay and, in any case, within the period of 14 days after the day on which the Provider is informed of the cancellation.

9. Warranties

- 9.1 The Provider warrants to the Customer that it has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions.
- 9.2 The Customer warrants to the Provider that it has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions.
- 9.3 All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.

10. Limitations and exclusions of liability

- 10.1 Nothing in these Terms and Conditions will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law,
- and, if a party is a consumer, that party's statutory rights will not be excluded or limited by these Terms and Conditions, except to the extent permitted by law.
- 10.2 The limitations and exclusions of liability set out in this Clause 10 and elsewhere in these Terms and Conditions:
- (a) are subject to Clause 10.1; and
 - (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.
- 10.3 The Provider will not be liable to the Customer in respect of any losses arising out of a Force Majeure Event.
- 10.4 The Provider will not be liable to the Customer in respect of any loss of profits or anticipated savings.
- 10.5 The Provider will not be liable to the Customer in respect of any loss of revenue or income.
- 10.6 The Provider will not be liable to the Customer in respect of any loss of business, contracts, or opportunities.

10.7 The Provider will not be liable to the Customer in respect of any special, indirect, or consequential loss or damage.

11. Force Majeure Event

11.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Contract (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

11.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Contract, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

11.3 A party whose performance of its obligations under the Contract is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

12. Termination

12.1 The Provider may terminate the Contract by giving to the Customer not less than 30 days' written notice of termination, expiring at the end of any calendar month. The Customer may terminate the Contract by giving to the Provider not less than 30 days' written notice of termination, expiring at the end of any calendar month

- (i) that other party dies;
- (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
- (iii) that other party is the subject of a bankruptcy petition or order.]

12.4 The Provider may terminate the Contract immediately by giving written notice to the Customer if:

- (a) any amount due to be paid by the Customer to the Provider under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Provider has given to the Customer at least [30 days'] written notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Clause 12.4.

13. Effects of termination

- 13.1 Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 7.2, 7.4, 10, 13, 14.2 and 17.
- 13.2 Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Contract shall not affect the accrued rights of either party.

14. Status of Provider

- 14.1 The Provider is not an employee of the Customer, but an independent contractor.
- 14.2 The termination of the Contract will not constitute unfair dismissal; nor will the Provider be entitled to any compensation payments, redundancy payments or similar payments upon the termination of the Contract.

15. Notices

- 15.1 Any notice given under these Terms and Conditions must be in writing, whether or not described as "written notice" in these Terms and Conditions.
- 15.2 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in Section 6 of the Statement of Work):
- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery or
 - (b) sent by [recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,
- providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.
- 15.3 The addressee and contact details set out in Section 6 of the Statement of Work may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 15.

16. Subcontracting

- 16.1 Subject to any express restrictions elsewhere in these Terms and Conditions, the Provider may subcontract any of its obligations under the Contract[, providing that the Provider must give to the Customer, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question].
- 16.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

17. General

- 17.1 No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.
- 17.2 If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 17.3 The Contract may not be varied except by a written document signed by or on behalf of each of the parties.
- 17.4 The Customer hereby agrees that the Provider may assign the Provider's contractual rights and obligations under the Contract to any third party providing that, if the Customer is a consumer, such action does not serve to reduce the guarantees benefiting the Customer under the Contract. Save to the extent expressly permitted by applicable law, the Customer must not without the prior written consent of the Provider assign, transfer or otherwise deal with any of the Customer's contractual rights or obligations under the Contract.
- 17.5 The Contract is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation, or settlement under or relating to the Contract are not subject to the consent of any third party.
- 17.6 The main body of these Terms and Conditions and the Statement of Work shall constitute the entire agreement between the parties in relation to the subject matter of the Contract, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 17.7 The Contract shall be governed by and construed in accordance with English law.
- 17.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.

