



AGREED TERMS & CONDITIONS

1. INTERPRETATION

1.1. The definitions in this clause apply to these Terms:

Contract: the contract between us and you for the supply of Services in accordance with these Terms.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression “**Change of Control**” shall be construed accordingly.

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Force Majeure Event: shall have the meaning given in clause 14.

Living Wage: the minimum hourly living wage rates calculated by the Resolution Foundation and overseen by the Living Wage Commission.

London Living Wage: the minimum hourly London living wage rates for all boroughs in Greater London calculated by the Resolution Foundation and overseen by the Living Wage Foundation.

National Living Wage: the premium added to the national minimum wage for all workers aged 25 and over which forms part of the remit of the Low Pay Commission.

One-Off Cleaning: End of Tenancy cleaning, Move In/Move Out cleaning, Deep cleaning, Spring cleaning, Post-Construction/After-Builders cleaning, After-Party Cleaning and similar types of one-off cleaning Services.

Order: Your order for the Services or a quotation from us for the Services which is signed by you and returned to us.

Order Confirmation: shall have the meaning set out in clause 2.2.

Price List: our list of prices for the provision of Services which apply in the absence of an Order Confirmation

Property: the property address(es) where the Services will be carried out as referred to in the Order.

Services: the cleaning services (including One-Off Cleaning, where applicable) that we are providing to you as set out in the Order.

Terms: the terms and conditions set out in this document.

We/us: ProClean Team, a division of The Organised Cleaning Company Limited (Company Registration Number 07783081) whose registered office is at % Alexander Rosse Limited, Milton Keynes Business Centre, Foxhunter Drive, Linford Wood, Milton Keynes, Buckinghamshire MK14 6GD.

Writing or written: includes faxes and e-mail.

You: the person or company who purchases the Services from us.



1.2. Headings do not affect the interpretation of these Terms.

2. BASIS OF SALE

2.1. The Order constitutes an offer by you to purchase Services in accordance with these Terms.

2.2. The Order shall only be deemed to be accepted when we issue written acceptance of the Order at which point and on which date the Contract shall come into existence (“**Commencement Date**”).

2.3. You are required to check that the details in the Order are complete and accurate before the Commencement Date. If you think that there is a mistake in the Order, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.

2.4. You must ensure that you read and understand these Terms before you sign and submit the Order to us because you will be bound by the Terms on the Commencement Date.

2.5. Any advertising or marketing materials we issue, and any descriptions or illustrations contained in the advertising and marketing material issued by us, are issued or published solely to provide you with an approximate idea of the Services they describe. They do not form part of the contract between you and us or any other contract between you and us for the supply of the Services.

2.6. If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.

2.7. These Terms, which we may amend from time to time, apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.8. A quotation from us shall be valid for a period of 30 calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

2.9. We may assign an order number to the Order and inform you of it in the Order Confirmation (“**Order Number**”). Where supplied, please quote the order number in all subsequent correspondence with us relating to the Order.

2.10. You may within 7 calendar days of placing an Order amend or cancel an Order by providing us with written notice. If you amend or cancel an Order, your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Order until we receive your amendment or cancellation. However, where the amendment or cancellation is due to our failure to comply with these Terms you shall have no liability to us for it. Where you amend the Order in accordance with this clause, we reserve the right to revise the price stated in the Order in respect of any changes to the Services.

2.11. We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system’s capabilities. You will be subject to the policies and terms in force at the time that you order the Services from us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to orders you have previously placed that we have not yet fulfilled.

3. QUALITY OF SERVICES

3.1. Unless we are prevented from doing so by a Force Majeure Event, we will provide Services which:



- (a) conform in all material respects with their description in the Order;
- (b) are carried out with reasonable care and skill;
- (c) are fit for any purpose we say the Services are fit for, or for any purpose for which you use the Services and about which you have informed us, or we could reasonably expect you to use the Services; and
- (d) comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.

3.2. These Terms apply to any replacement Services we supply to you in the unlikely event that the original Services do not conform with these Terms.

3.3. You must provide us, in sufficient time, with any information and instructions relating to the Services (as required by clause 8 of these Terms) that is or are necessary to enable us to provide the Services in accordance with these Terms. If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Order by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required to provide the Services.

3.4. You understand that the price that you have been quoted for the Services is not for a “package deal” and does not include anything other than the provision of the Services.

3.5. We reserve the right to sub-contract any or all of the Services.

4. PROVISION OF SERVICES

4.1. We will supply the Services to you at the Property from the date set out in the Order Confirmation.

4.2. The Services will be supplied for the period referred to in the Order or until otherwise terminated in accordance with these Terms.

4.3. We will make every effort to complete the Services on time but there may be delays due to circumstances beyond our control. In this case we will complete the Services as soon as reasonably possible. Any times and dates referred to in the Order shall be estimates only and are based on the average time it takes to provide the Services to properties of a similar size. Time shall not be of the essence for the performance of the Services.

4.4. Where the property has been badly neglected and/or is in a worse state seen by us during a site visit or advised of by you when requesting a quote for the Services, we reserve the right to charge additional costs and/or increase the price for the Services referred to in the Order based on the amount of additional time and/or the number of revisits required to complete the Services.

4.5. Where One-Off Cleaning is forms part of or is comprised of the Services:

- (a) the Services will not include cleaning of walls, ceilings, curtains, exterior windows, balconies, patios, gardens, washing up, laundry;
- (b) Professional carpet and upholstery cleaning will be included in the Services if requested at the time of placing the Order; and
- (c) it may take double the amount of time required for general cleaning. Badly neglected properties may take up to three times longer to clean than well maintained premises.

4.6. We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event.



- 4.7. We shall make every effort to provide you with the same cleaning operative(s) each time the Services are performed but in the event of unavailability of the same cleaning operative (s) we reserve the right to provide an alternate cleaning operative (or operatives). We shall arrange to provide a replacement cleaning operative (or operatives) as soon as possible in the event the scheduled cleaning operative(s) cannot carry out the Services. The use of an alternate cleaning operative (or operatives) to provide the Services will not give you any termination rights under the Contract.
- 4.8. We may have to suspend the Services if we have to deal with technical or similar problems, or to make improvements to the Service. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.

5. DEFECTIVE SERVICES

- 5.1. In the unlikely event that the Services are not completed to a reasonable professional standard:
- (a) you must notify us as soon as reasonably possible and in any event no later than 7 days after we have carried out the Services; and
 - (b) provide us with a copy of the independent inventory report and/or check out report highlighting those items that are not deemed cleaned to a reasonable professional standard at the Property (the “Report”).
- 5.2. Subject to you complying with clause 5.1, we will attend the Property and re-perform the Services which have not been carried out to a reasonable professional standard within 7 days from the date of receipt of the Report.
- 5.3. We reserve the right to return and re-perform the Services not more than once after each time you have notified us that the Services do not conform with these Terms.
- 5.4. You will only be entitled to a full or partial refund for the Services (depending on what is reasonable) at our sole discretion depending on the extent to which the Services (including any re-performance of the Services referred to in clause 5.1) do not confirm with these Terms. Where you have paid a deposit for One-Off Cleaning as part of the Services and you cancel the service by giving us the correct notice required by the Contract, we will return the deposit to you in full.

6. CLAIMS

- 6.1. We have public and employer's liability insurance will cover damages caused by our cleaning operatives when providing the Services at the Property up to £2,000,000.00. All claims are subject to an excess of a minimum of £250.00. Neither we nor our insurers shall be liable for the first £250 of any claim nor for any claim of £250 or less.
- 6.2. While our cleaning operatives make every effort not to break items, accidents do happen. For this specific reason, we requests that all irreplaceable items (whether monetarily or sentimentally valuable) be securely stored away and/or not cleaned by our cleaning operatives as part of the Services. Please ensure that any instructions and information in this regard is notified to us in accordance with clause 3.3.
- 6.3. In case our cleaning operative(s) do cause any damage to or break an item, we will use reasonable endeavours to repair the item at its cost provided that evidence of purchase can be provided. If the item cannot be repaired we will rectify the problem by crediting you with the item's current cash value toward a like replacement from a Company's source, subject to you having paid us in full for Services rendered. No claims shall be entertained if you have any outstanding invoices aged more than 15 days.
- 6.4. We shall not be responsible for any damage due to faulty and/or improper installation of any



item(s) at the Property. All surfaces (i.e., marble, granite, etc.) are assumed sealed and ready to clean without causing harm. Neither shall we be responsible for any loss, damage or injury arising from the disintegration during cleaning by our cleaning operatives of any cracked, defective or broken part of the Property or for damage arising from faulty construction or condition of the Property.

- 6.5. Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law by us and our insurance provider(s). You will be responsible for paying any compensation and legal costs incurred for any such action brought against you.

7. COMPLAINTS

- 7.1. We hope that you will never have cause to complain about the services that we provide to you. However, if you are dissatisfied with the service that we have provided to you, you should contact us by e-mail at info@procleanteamltd as soon as reasonably practicable. We will endeavour to respond to and resolve your complaint as promptly as possible.

- 7.2. We will be happy to let you have details of our complaints procedure on request.

8. YOUR OBLIGATIONS

- 8.1. You shall:

- (a) Provide us with a full description of the Property, including but not limited to, the size of the Property (i.e. number of bedrooms and bathrooms for residential property, number of kitchen/kitchenettes and toilet areas for commercial properties, square footage of the Property (where possible)), the number of floors at the Property and the number of occupiers or employees at the Property.
- (b) Provide us with a list of specific tasks that you require us to carry out as part of the Services. Any changes to the list must be notified to us in writing as soon as reasonably practicable;
- (c) Where any cleaning equipment (which must be PAT Tested) and materials are provided by you, you shall ensure that they comply with all applicable laws and regulations and are in safe and full working order;
- (d) Ensure that we have access to hot and cold water and a consistent electricity supply at the Property to enable us to perform the Services;
- (e) Ensure that any valuable, fragile and breakable items will either be removed or secured at the Property at the time(s) the Services are provided;
- (f) Provide us with access to the Property and any other facilities reasonably required by us in order to perform the Services either by providing us with a set of keys for the Property or ensuring that someone is at the Property when the Services are due to be performed. If we are required to collect keys to the Property from a third party's address outside of the postcode area where the Services are carried out then a minimum £10 charge may be applied to the Order. We will not be responsible for triggering any alarm system at the Property and you should give us any special instructions for deactivating/activating any alarm at the Property;
- (g) Ensure that the Property is safe for our employees, agents and sub-contractors to carry out the Services;
- (h) Where required, and subject to prior agreement between you and us, keep and maintain all materials, equipment, documents and other property belonging to us ("**Our Materials**") at the Property in safe custody at your own risk, maintain Our Materials in good condition until they are returned to us, and not to dispose of or use Our Materials



other than in accordance with our specific written instructions and authorisation; and

- (i) Co-operate with use in all matters relating to the Services.

- 8.2. If our performance of the Services is prevented or delayed by any act (which for the avoidance of doubt shall include fraud, negligence and misrepresentation) or omission or failure by you to perform your obligations under the Contract, we shall have the right to suspend the performance of the Services until they are remedied. We shall not be responsible for any costs or losses incurred by you or your business arising from the suspension of the Services and you shall reimburse us on written demand for any costs or losses incurred for the Services due to your default.

9. INTELLECTUAL PROPERTY RIGHTS

The copyright, design right and all other intellectual property rights in any materials and other documents or items that we prepare or produce for you in connection with the Services will belong to us absolutely.

10. PRICE AND PAYMENT

- 10.1. The price of the Services will be set out in the Order Confirmation. In the absence of an Order Confirmation the price of the Services will be set out in the Price List.
- 10.2. We reserve the right to change prices at any time, however the price changes will not affect Orders that we have confirmed in writing subject to the provisions of this clause 10.
- 10.3. If, after the first performance of the Services, we feel it necessary to amend the price of the Services referred to in the Order in order to complete the Services and/or for any future provision of the Services due to a lack of or inaccurate information supplied by you in the Order, we will provide you with a revised quotation for the Services in writing, taking into account any increased cost. On receipt of the revised quotation you may cancel the Order immediately on written notice, at which point the Contract shall terminate (“**Cancellation Date**”) or agree to the revised quotation by submitting notice in writing. We reserve the right to invoice and collect payment for any Services performed up to and including the Cancellation Date in accordance with these Terms.
- 10.4. We reserve the right to review the price of the Services, including prices in Order Confirmations, on an annual basis. We reserve the right to increase the price of the Services, including prices in Order Confirmations, on an annual basis:
 - (a) with effect from each anniversary of the date of the Contract in line with the percentage increase in the Retail Price Index in the preceding 12 month period, and the first such increase shall take effect on the first anniversary of the date of this Contract and will be based on the latest available figure for the percentage increase in the Retail Price Index; and
 - (b) to reflect an increase in the London Living Wage, Living Wage and/or National Living Wage or as a result of any other similar law which increases the cost to us of providing the Services.
- 10.5. We shall be entitled to charge you separately for any parking, congestion or similar charges incurred by us in connection with providing the Services at the Property.
- 10.6. All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (“**VAT**”). Where any taxable supply for VAT purposes is made under the Contract by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 10.7. We may invoice you for Services on the Commencement Date. You shall pay each invoice submitted



by us within 30 days of the date of the invoice or in accordance with any credit terms agreed by us and confirmed in writing to you.

- 10.8. Subject to 10.9, invoices are to be paid in full by either:
- (a) Subject to 10.10, bank transfer to a bank account nominated in writing by us to you from time to time; or
 - (b) subject to 10.11, by cheque; or
 - (c) subject to 10.12, by cash and time for payment shall be of the essence.
- 10.9. We reserve the right to insist on payment by monthly standing order and/or direct debit to be made on the first business day of each month. If you are on a standing order or direct debit commencement of the Services is conditional on receipt of the first payment.
- 10.10. We accept debit and credit card payments, however you may incur a 5% processing surcharge.
- 10.11. If you pay by cheque, a cheque guarantee card is required and you will be responsible for all bank charges resulting from a dishonoured cheque.
- 10.12. We reserve the right to refuse payment in cash.
- 10.13. If you fail to make payment within 30 days of the due date for payment, then you shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount. If we are forced to employ the services of a debt collection agency or institute legal proceedings in the pursuit of payment, you will be liable to pay all costs incurred.
- 10.14. If you do not make payment due to us within 30 days of the due date for payment (as set out in clause 10.7), we reserve the right to suspend Services until the outstanding balance is paid, and during any period of suspension we will be entitled to charge you the full price for the Services.
- 10.15. Unless otherwise stated or agreed, the price for Services shall apply notwithstanding that no Services are carried out on a bank or public holiday.
- 10.16. If we hold any money on your behalf and an invoice that we have rendered to you is unpaid, we reserve the right to transfer the appropriate sum to discharge the outstanding invoice.
- 10.17. Without limiting any other remedies or rights that we may have, if:
- (a) you do not pay us on time; or
 - (b) you become subject to any of the events in clause 15.7(b) or 15.8(c) or we reasonably believe you are about to become subject to any of them,
- we may cancel or suspend our performance of the Services or any other outstanding Order until you have paid all outstanding amounts due to us.
- 10.18. Clause 10.9 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received the invoice that you dispute it.

11. WARRANTIES

- 11.1. We warrant that the Services will be performed using all reasonable skill and care.
- 11.2. Without prejudice to clause 11.1 above and except as expressly stated in these Terms and Conditions, all warranties whether express or implied, by operation of law or otherwise, are hereby



excluded in relation to the Services to be provided by the Supplier.

12. LIMITATION OF LIABILITY

12.1. If either of us fails to comply with these Terms, subject to clause 8.2, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these Terms at the time we entered into the Contract with one another.

12.2. We will not be held liable for any of the following:

- (a) The Services not being performed or completed in accordance with clause 4 due to the lack of hot and cold water and/or electricity at the Property or the lack of suitable cleaning equipment supplied by you (if applicable);
- (b) Wear or discolouring of fabric which becomes more visible once dirt has been removed;
- (c) Existing damage or spillage that cannot be removed or cleaned using normal cleaning methods;
- (d) Damage to wood floor where protection or felt pads have not been fixed to legs of furniture;
- (e) The Services not being performed or completed in accordance with clause 4 due to third parties entering or being at the Property whilst we are attempting to carry out the Services; and
- (f) Any damage caused at the Property worth £150 or less.

12.3. We will use our reasonable endeavours to make good any damage caused by us in the course of performing the Services at the Property as soon as reasonably practicable. However, we are not responsible for the cost of repairing any pre-existing faults or damage to the Property that we discover in the course of performing the Services.

12.4. In the event the keys for the Property are lost by us, we will only be liable up to a maximum fee of £30 for a replacement set of keys or locksmith fees.

12.5. This clause does not exclude or limit in any way our liability for:

- (a) death or personal injury caused by our negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability.

13. CONFIDENTIALITY

13.1. Both parties to the Contract undertake that they shall not at any time disclose to any person any confidential information concerning the other party (including, but not limited to, business affairs, customers, clients or suppliers) except as permitted by clause 13.2.

13.2. Each party may disclose the other party's confidential information:

- (a) To their employees, officers or advisers for the purpose of carrying out that party's



obligations under the Contract provided that they ensure that that party ensures their compliance with this clause 13; and

(b) As may be required by law, court order or any governmental or regulatory authority.

13.3. No party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14. EVENTS OUTSIDE OUR CONTROL

14.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control ("**Force Majeure Event**").

14.2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- (a) strikes, lock-outs or other industrial action; or
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- (e) impossibility of the use of public or private telecommunications networks.

14.3. Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

15. RE-SCHEDULING, CANCELLING AND TERMINATING THE SERVICES

15.1. You may cancel or re-schedule the Services by giving us at least 48 hours prior written notice. Where the notice to cancel or re-schedule the Services has been received on less than 48 hours notice, you agree to pay us a cancellation charge as referred to in the Order. We reserve the right to charge a cancellation charge of up to 50% of the price of the Services referred to in the Order.

15.2. You agree to pay the full price of the Services in the event of a lock-out at the Property whereby we are unable to gain access to the Property to perform the Services. Where keys are provided by you they must open the lock(s) to the Property without any special effort or skill.

15.3. Either of us may terminate the Contract at any time by providing the other party with 30 calendar days' prior notice in writing.

15.4. Where you terminate the Contract you must specify the last date on which the Services are to be provided. You agree to pay the full price for the Services in the event the Contract is terminated on less than the required notice referred to in *clause 15.3*.

15.5. Termination will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms

15.6. Subject to 15.7, where we provide Services to you for a specified period of time as detailed in an



Order (the “Term”) we may terminate the Contract without cause at any time after the Term has expired:

- (a) where the Term is for a period of 6 months or less, we may terminate the Contract by providing you with 30 calendar days' prior written notice;
- (b) where the Term is more than 6 months and less than 12 months, we may terminate the Contract by providing you with 60 calendar days' prior written notice; and
- (c) where the Term is more than 12 months, we may terminate the Contract by providing you with 90 calendar days' prior written notice.

15.7. Without affecting any other right or remedy available it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets; or
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

15.8. Without affecting any other right or remedy available to us, we may terminate the Contract with immediate effect by giving written notice to you if:

- (a) you fail to pay any amount due under the Contract on the date due for payment;
- (b) you undergo a change of Control; or
- (c) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfill your obligations under the Contract has been placed in jeopardy.

15.9. On termination of the Contract for any reason, you shall pay us all outstanding unpaid invoices and interest in respect of Services supplied to you. For Services where no invoice has been submitted, we shall provide an invoice which will be payable by you on delivery in accordance with clause 10.7. You shall also return Our Materials to us and where you fail to do so, we may enter the Property and take possession of them. Until Our Materials are returned to us clause 8.1(h) will continue to apply.

16. ASSIGNMENT

You may not transfer, assign, subcontract or deal in any other manner with any of your rights or obligations under these Terms without our prior written consent. We can transfer, assign, subcontract or deal in any other manner with all or any of our rights and obligations under these Terms without your prior written consent, but this will not affect your rights or obligations under these Terms.

17. NOTICES

17.1. You must send all notices to us by e-mail at info@procleanteamltd.com. We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter.

17.2. Please notify us of any changes to your e-mail, telephone, fax or mobile numbers or postal address referred to in the Order so that we can communicate effectively with you.



18. DATA PROTECTION

We will use the personal information you provide to us to provide the Services, or to inform you about similar services which we provide in accordance with our Privacy Policy at www.organisedcleaning.com/privacy-policy, unless you tell us that you do not want to receive this information. We will take it that you consent to our doing so unless you tell us otherwise. You acknowledge and agree that we may pass your details to credit reference agencies. You confirm that you will comply with all Data Protection Legislation.

19. INDEMNITY

You shall indemnify us against all claims, costs and expenses which we may incur and which arise directly or indirectly from your breach of any of the obligations under these Terms and Conditions.

20. GENERAL

- 20.1. These Terms and Conditions become effective and are deemed to have been accepted by you upon signing of the Order by your or, in the absence of your signature on the Order, upon the acquiescence by you to allow us to provide the Services to you. A failure (deliberate or otherwise) on your part to sign the Order is not indicative of you failing to accept these Terms and Conditions, should you allow us to commence the provision of the Services.
- 20.2. If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 20.3. If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 20.4. In order to protect our legitimate business interests, you shall not (except with our prior written consent):
 - (a) attempt to solicit or entice away or employ; or
 - (b) solicit or entice away or employ,any Restricted Person (as defined in clause 20.6).
- 20.5. You shall be bound by the covenant set out in clause 20.4 during the term of the Contract, and for a period of 6 months after termination or expiry of the Contract.
- 20.6. For the purposes of clause 20.4, a Restricted Person shall mean any firm, company or person employed or engaged by us during the term of this Contract, who has been engaged in the provision of the Services or the management of the Contract either as principal, agent, employee, independent contractor or in any other form of employment or engagement.
- 20.7. If you commit any breach of clause 20.4, you shall, on demand, pay to us a sum equal to one year's basic salary or the annual fee that was payable by us to the Restricted Person plus the recruitment costs incurred by us in replacing such person.
- 20.8. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between you or us. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 20.9. A person who is not party to these Terms shall not have any rights under or in connection with



them under the Contracts (Rights of Third Parties) Act 1999.

- 20.10. These Terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts.
- 20.11. We reserve the right to amend these Terms and Conditions and shall inform you of any changes by posting the same on our website and/or by sending written notice to you by post or by e-mail, not less than 30 days prior the implementation of such changes.