

PURCHASE ORDER & TERMS OF BUSINESS

CLIENT:		
Client Name:		
Client Address:		
Contact Details:	Phone: Email:	Fax:
Client Contact:	Name: Direct Phone:	Email: Mobile:
Description of Client's Business		
JOB SPECIFICATION		
Premises where services to be provided ("Premises"):		
Specification of services to be provided at the Premises ("Specification"):		
Special Instructions (if any). specify any special requirements (E.g. use of specific cleaning products, waste disposal instructions)		
Risks identified by Client (any unusual hazards or environmental or health and safety risks in respect of providing the Services):		
Job Term:		
Start Date:		
Frequency:		
Number of Employees to provide Services:		
Fees (monthly/fixed fee):		
Payment Date:		
Notice Period:	<i>4 weeks</i>	
Company Contact:	Paola Rodriguez Phone: 07734210203	Email: paola.bluetide@gmail.com Fax:
CONFIRMATION		
Signed on behalf of the Company:		
Signed: Date:		
Print name: Position:		

blue-tide - Terms of Business

These terms of business and the Purchase Order ("Terms") set out the basis upon which blue-tide ("the Company") of 145 Golders Green Road Road, London NW11 9BN will provide services to you. By engaging the Company you confirm that you agree to these Terms. Variation of these Terms shall only be binding upon the Company if recorded in writing and signed by the Company.

1. Definitions

In these Terms any word defined in the Purchase Order shall have the same meaning in these Terms and the following words will have the following meanings:

"Employees" the employees and/or sub-contractor(s) engaged by the Company to perform the Services;

"Purchase Order" the purchase order accompanying these Terms (as amended by the parties from time to time) and any subsequent purchase order(s) which may be placed by the Client with the Company.

"Services" the services the Company is to provide to the Client in accordance with these Terms and with the Specification (including any Special Instructions) set out in the relevant Purchase Order.

2. Provision of Services:

2.1 The Company shall provide the Services (including all labour, cleaning equipment and supervision) to the Client at the Premises in consideration of the Client paying the Fees to the Company on the relevant Payment Date. In the absence of an agreed sum, the Client will be charged at an hourly rate for the provision of the Services at our rate prevailing from time to time when the Services in question are provided. **The following rates currently apply: £ 12.00 p/hr.**

2.2 Unless otherwise agreed in writing, where the Client moves to new premises during the Term, these Terms shall be deemed to apply to the supply of Services at the new Premises save that the Company shall be entitled to reasonably increase the Fees payable by the Client to take into account any additional services to be performed by the Company or the change in the level of resources and Employee time required to perform the Services at the new premises.

2.3 The Company may wholly or partly sub-contract all or any of the Services as it thinks fit provided that the overall supervision of the provision of the Services remains with the Company.

2.4 Unless otherwise agreed, the Company's employees are not expected to work weekends, bank holidays, Good Friday or Christmas day.

3. Client Obligations:

3.1 The Client must provide, without charge, all necessary light, hot water, electricity and other facilities, including a set of keys, to enable the Employees to perform the Services.

3.2 Where the Services involve cleaning of an office, the Client must keep clear all surfaces to avoid documents or goods being thrown away by the Employees.

4. Health and Safety

4.1 The Client warrants that the Premises are safe for work and comply with all statutory requirements and that it shall maintain the Premises in a safe condition for work to be carried out and shall comply with its obligations under the Health & Safety Act 1974 as amended.

4.2 The Client shall give prior written notice to the Company of any unusual hazard in advance of work being carried out.

4.3 The Company reserves the right (without penalty or prejudice to this agreement) to refuse to provide the Services under

conditions which it considers dangerous to the health and safety of any Employees working at the Premises.

4.4 Unless specifically agreed the Employees will not be expected to clean broken surfaces or other items that may reasonably be a danger to their health or safety.

4.5 The Company confirms it will safeguard the safety of the Employees by implementing their own safety policies.

5. Liability of Company and Complaints procedure:

5.1 The Company is insured (with an indemnity limit of £1million pounds) in respect of its own legal liability for accidents to the Employees and **public liability, damage to property on site, treatments risk and all technology cleaning.**

5.2 Save as set out in clause 5.3, the Company's liability (whether in contract, tort or otherwise for any claim) or any direct damage to or direct loss of the Client's property or any other direct loss or damage arising from the negligence of the Employees acting within the terms of their employment shall not exceed the amount of the Fees payable to the Company under these Terms or £1 million pounds (whichever is the lesser) provided that the Client complies with clause 5.5 and subject to any claim being upheld by the Company's insurance policy. This clause 5.2 does not apply in the case of death or personal injury.

5.3 Under no circumstances will the Company be liable for:

(a) any colour run, shrinkage, damage or deterioration in fabric or colour due to wear, fade or spillage of the carpet where the Services include cleaning of carpets at the Premises;

(b) any indirect or consequential loss suffered by the Client howsoever arising ;

(c) any loss or damage arising from an Employee setting or unsetting any alarms on the Premises;

(d) for any loss, damage or otherwise in excess of £50 arising from the Employee rendering the keys to the Premises unusable; and

(e) any delays in providing the Services which are due to matters outside the Company's control (including the Client's failure to perform its obligations under these Terms).

5.4 The Client shall give written notice to the Company Contact of any damage to Client property or any other complaints regarding the conduct or non-attendance of the Employees or quality of the Services within 24 hours of the incident (or where the Services is a one off job for the Client within 24 hours of the end of the job). In the absence of any written complaint being made in accordance with this clause, the Client shall be deemed to be satisfied with the provision of the Services.

5.5 Upon receipt of any complaint, the Company shall at its own expense take all reasonable steps to promptly investigate and remedy the matter complained of to the reasonable satisfaction of the Client.

6. Payment:

6.1 The Company's fees will be the Fees as set out in the Purchase Order or as agreed by the parties from time to time. VAT is payable on the Company's fees.

- 6.2 Unless otherwise specified in the Purchase Order, the Company shall render invoices for its fees at the start of each calendar month (or part month) and the Client shall pay the invoice without discount or set-off (unless previously agreed in writing with the Company) by the 28th day after the date of the invoice (the "Due Date");
- 6.3 The Company may charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 accruing daily on the unpaid balance of invoices outstanding after the Due Date.
- 6.4 If payment is later than 7 days from the Due Date, the Company reserves the right to terminate this agreement or suspend the provisions of Services until all monies (including interest) are paid in full.
- 6.5 All outstanding invoices are to be immediately paid upon the termination of this agreement.
- 6.5 Any queries or disputes in respect of the Fees should be raised with the Company Contact as soon as possible and in any event within 30 days of the date of the relevant invoice.
- 6.6 If during the Term there is imposed on the Company any new tax charge or other imposition, then the Company shall give notice to the Client who shall be bound to pay a fair proportion of such tax to the Company by way of increase in the Fees.

7. Term and Termination of Agreement:

- 7.1 Unless otherwise specified in the Purchase Order or agreed in writing by the parties and subject to earlier termination as provided in these Terms, the Term shall be for 12 months commencing on the Start Date and shall continue on the same terms from year to year until determined by either party giving notice under this clause 7.
- 7.2 Either party can terminate this Agreement at any time by giving the other in writing the amount of notice specified in the Notice Period:
- 7.3 The Company can terminate this agreement without prior notice if:
- (a) the Client becomes insolvent or bankrupt or enters into an arrangement with its creditors (except with the Company's prior consent);
 - (b) the Client fails to pay the Fees within 28 days from the Payment Date or Due Date (as the case may be); or
 - (c) the Client otherwise commits a material breach of the Terms and fails to remedy it within 14 days of receiving a notice from the Company to remedy breach.
- 7.4 The Client can terminate this agreement without prior notice if:
- (a) the Company becomes insolvent or bankrupt or enters into an arrangement with its creditors (except with the Client's prior consent);
 - (b) the Company has received a written complaint in respect of the delivery of the Services from the Client under clause 5.4 and has not taken reasonable steps to remedy the matter complained of to the Client's reasonable satisfaction within 4 weeks of the date of the written complaint.
- 7.5 If the Client fails to give the requisite amount of notice to the Company under clause 7.2:
- (a) the Client must pay all Fees relating to work carried out by the Company up to termination as well as all fees which would have been charged by the Company to the Client during the Notice Period if this agreement had not been cancelled.

- (b) and where for the purpose of providing the Services the Client has required the Company to obtain a particular item(s) of equipment then in addition to clause 7.5(a) or any other damages that the Company shall be entitled to claim from the Client, the Client shall pay to the Company an amount reasonably determined by the Company to be the cost of acquisition of the equipment less depreciation.

8. Non-Circumvention:

- 8.1 If the Company provides services to the Client for a period of 12 months or more, then this clause 8 shall apply. During the Term and for a period of 12 months after end of the Term, the Client shall not, directly or through a third party
- (a) employ, engage, entice, encourage or facilitate any Employee involved in the delivery of the Services to the Client in the 12 months preceding the end of the Term to undertake any work similar or identical to the Services for the Client or a third party; or
 - (b) induce any Employee to leave the Company's employment or to cease to provide sub-contracting services to the Company.

9.1 Disruption of Supply:

- 9.1 If the Company's employees are denied reasonable access to the premises, the Company shall be deemed to have performed its obligations in full and the Client shall not be entitled to any reduction in Fees.
- 9.2 The provision of Services may be suspended by the Company for reason of act of God, war, terror attack, disruption to utility services riot, strike, trade dispute, or for any other reason outside of the Company's control ("Event") for the period of time which the Company is prevented by the Event from providing the Services. If the Event continues for more than 2 months, either party may immediately terminate this agreement by giving written notice to the other. The Client will not be required to pay Fees to the Company for the duration of the Event.
- 9.3 If the Company fails to provide the Services for a period of **3 days** due to an unexpected absence of an Employee, the Company shall not charge the Client the fees which would have been charged by the Company during that period;

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- 10.1 Neither party may assign or dispose of its interest under this Agreement to a third party without the prior express written consent of the other party.
- 10.2 The Company's client shall be the Client named in the Purchase Order. No contractual relationship shall exist between the Company and any other party. However, if the Client is a managing agent of the Premises on behalf of the owner of the Premises then, unless expressly agreed otherwise in writing, the Client and the owner of the Premises shall be deemed to be jointly and severally liable to the Company under these Terms.
- 10.3 Any notice to be given to a party under these Terms shall be deemed to be properly given if mailed postage paid by recorded delivery or faxed to the address or fax number of the other party set out in these Terms or the Purchase Order (or as otherwise notified from time to time.)
- 10.4 English law shall govern these Terms and the parties consent to the exclusive jurisdiction of the English Courts in all matters regarding it.
- 10.5 These Terms shall prevail over any other prior terms, conditions, representations or undertakings (written or oral) made by or on behalf of the Company to you (except to the extent expressly set out in the Purchase Order).