



## **GOLDCREST CLEANING LIMITED TERMS AND CONDITIONS**

These Terms and Conditions shall apply to the provision of professional contract cleaning services ("Services") by Goldcrest Cleaning Limited, a company registered in England under number 04271766 whose registered office is at 22 Fields Court, Warwick, Warwickshire, CV34 5HP ("Goldcrest") to commercial clients ("Customers").

### **1. Quote**

Following the Customer's initial enquiry about the Services, and discussion by Goldcrest and the Customer about the specifics of these Services, Goldcrest will provide a Contract. This "Quote" will detail the nature of the Services to be provided, including any specific conditions or requirements of Goldcrest and/or the Customer, and will also set out the fee to be paid by the Customer for the Services. The Customer's acceptance in writing of the Quote shall be taken as an agreement to both the fee and details laid out in the Quote and also to these Terms and Conditions.

Any Quote shall remain valid and available for acceptance by the prospective Customer for up to 30 days.

### **2. Fees and Payment**

2.1 The fee for the Services shall be as specified in the Quote.

2.2 Goldcrest reserves the right to amend the fee to account for unanticipated liabilities relating to the Transfer of Undertakings (Protection of Employment) Regulations (known as "TUPE") which may not have been known to Goldcrest at the time of the Quote.

2.3 Unless otherwise agreed in writing, Goldcrest will increase the fee for the Services in April each year by at least the higher of either any percentage increase in the National Living Wage Rate ("NLWR"), which is dictated annually by Government legislation or by the prevailing rate of Inflation as measured in the Retail Price Index (RPI) published monthly by the Office for National Statistics.

2.4 Goldcrest shall invoice the Customer at the end of each calendar month for the Services rendered during that calendar month.

2.5 The fee is calculated to exclude all weekends and public holidays. Substitute days for public holidays are not permissible. Subject to prior agreement, alarm callouts may be arranged and will be subject to a separate callout charge.

2.6 Invoices must be paid within 30 days of receipt by the Customer. Any sums which remain unpaid after 30 days may incur interest on a daily basis at 8% above the base rate of the Bank of England from time to time until payment in full is made. Goldcrest may suspend or terminate the Services at its discretion in response to unpaid invoices. For the avoidance of doubt, such suspension or termination of the Services shall not in any way diminish Goldcrest's entitlement to sums already owed it or that may become due under the term of the contract including the notice period.

### **3. Agreement and Subsequent Amendments**

3.1 These Terms and Conditions, the confirmed Quote, and any subsequent contractual arrangements between the parties shall together be called "the Agreement".

3.2 Where, after confirmation of the Quote, there is agreement in writing between authorised representatives of the Parties with regards to essential details of the Services (including but not limited to timings, dates, location, or specific cleaning requirements), such agreement shall be contractually-binding and become part of the Agreement. Goldcrest may decline any request for a change to essential details at its absolute discretion. Where such a change would result in increased costs to Goldcrest, Goldcrest may agree on the condition that the Customer accept an increased fee. Goldcrest may also at its absolute discretion determine that a proposed essential detail would instead comprise a variation, amendment or suspension of the Agreement such that the requirements of Clause 3.3



shall apply.

- 3.3 Any requests to vary, amend or suspend the contract require at least 3 months' written notice, and the express written consent of Goldcrest's authorised representatives. Any requests to terminate the contract during an agreed suspension period will result in the required 3-month notice period becoming payable and charged at the full (prior to any temporary variations or suspension periods) contract rate unless otherwise agreed in writing by Goldcrest's authorised representatives.
- 3.4 For the avoidance of doubt, Goldcrest's authorised representatives for the purpose of these Terms and Conditions shall be limited to any director or directors of Goldcrest.

#### 4. **Goldcrest's Obligations**

The Services shall be rendered in accordance with the Agreement. Goldcrest shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best practice in the cleaning market. Goldcrest shall maintain appropriate insurance cover.

#### 5. **Customer's Obligations**

The Customer shall ensure that all necessary conditions required by Goldcrest to complete the Services are put in place. Such necessary conditions include but are not limited to access, utilities (in particular electricity, lighting, and hot and cold running water), safe and adequate regulation-compliant storage space, permissions, consents, licences, authorisations, and anything else which Goldcrest informs the Customer will be necessary for the completion of the Services. Goldcrest will not be in breach of the Agreement if it is unable to provide the Services as a result of the Customer's failure to fulfil its obligations under this clause.

#### 6. **Cancellation**

The Agreement shall continue for an initial 12 months except where otherwise agreed in the Quote. Either party may terminate the Agreement any time after the expiry of this initial period by giving at least 3 months written notice.

#### 7. **Complaints**

- 7.1 Where the Customer is unsatisfied with the quality of the Services, they should notify Goldcrest in writing within 3 business days of becoming aware of the relevant issue (a "Valid Complaint"). Goldcrest shall not unreasonably disregard, ignore or reject a Valid Complaint. Goldcrest shall respond within 5 business days of receiving a Valid Complaint, and where necessary make reasonable efforts to remedy any issue giving rise to such.
- 7.2 The Customer may only withhold payment on the basis of a complaint about the Services when:
- 7.2.1 It is a Valid Complaint; and
  - 7.2.2 Goldcrest has:
    - 7.2.2.1 failed to respond to the Valid Complaint within the required 5 days; or
    - 7.2.2.2 unreasonably refused or failed to remedy the issue at hand within a reasonable timeframe.
- 7.3 Any withholding of payment based on a Valid Complaint must be proportional to the harm involved. A partial rather than full withholding of the fee may be appropriate. Before any unilateral withholding of payment, the Customer must make a good faith attempt to agree a suitable sum by discussion with Goldcrest.
- 7.4 If the Customer withholds payment on the basis of any complaint other than as permitted in this Clause 7, the ordinary Clause 2.6 provision for unpaid fees shall apply.



## 8. Data Protection

Goldcrest will only use the Customer's personal information for the purposes of providing the Services, except where otherwise required by law or with the express written consent of the Customer. By accepting these Terms and Conditions the Customer consents to the use of their personal information where reasonably necessary for the provision of the Services. Goldcrest shall at all times adhere to applicable data protection legislation with regards to personal information of the Customer. For more information, please refer to Goldcrest's privacy notice at [https://www.goldcrestcleaning.com/privacy\\_policy.aspx](https://www.goldcrestcleaning.com/privacy_policy.aspx).

## 9. Liability

9.1 Goldcrest shall have no liability for any economic loss (whether direct, indirect or consequential) insofar as it relates in any way to loss of business, interruption of business or loss of profits or goodwill as a result of the manner of performance by Goldcrest of any obligations under this Agreement. This exclusion of liability will not, however, affect any other statutory rights of the Customer.

9.2 Goldcrest's liability for any loss or damage caused as a result of its negligence or breach of these Terms and Conditions or the Agreement shall be limited to the value of 12 months of the fee charged for the Services.

9.3 Goldcrest is not liable for any loss or damage suffered by the Customer which results from the Customer's failure to follow instructions given by Goldcrest.

9.4 Nothing in these Terms or Conditions limits or excludes Goldcrest's liability for death or personal injury.

## 10. Force Majeure

Neither Party will be liable for any failure or delay in performing their obligations under the Agreement where such failure or delay results from any cause that is beyond the reasonable control of that Party. Both Parties shall make good faith and reasonable efforts to mitigate and work around any such issue, and to keep the other Party promptly notified of the situation.

## 11. Termination

11.1 Either Party may immediately terminate the contractual relationship by giving written notice to the other Party if:

11.1.1 the other Party commits any other breach of any of the provisions of Terms and Conditions or the Quote, and, if the breach is capable of remedy, fails to remedy it within five business days after being given written notice giving full particulars of the breach and requiring it to be remedied;

11.1.2 the other Party enters liquidation or administration, enters a voluntary arrangement with creditors, ceases or states an intention to cease doing business, or does anything similar to any of these things.

11.2 The rights to terminate the contractual relationship shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

## 12. Effects of Termination

Upon the termination for any reason:

12.1 any sum owing by either Party to the other shall become immediately due and payable;

12.2 all clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the contractual relationship shall remain in full force and effect;

12.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or



other remedy which any Party may have in respect of any breach which exist at or before the date of termination;

**13. No Waiver**

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Terms and Conditions, the Quote or any subsequent contractual arrangement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

**14. Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

**15. Relationship of the Parties**

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for.

**16. Third Party Rights**

No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

**17. Notices**

17.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

17.2 Notices shall be deemed to have been duly given:

17.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

17.2.2 when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or

17.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

17.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address or e-mail address notified to the other Party. Except where otherwise notified, Goldcrest's postal address shall be The Directors, Goldcrest Cleaning Limited, 22 Fields Court, Warwick, CV34 5HP, and its email address [info@goldcrestcleaning.com](mailto:info@goldcrestcleaning.com).

**18. Entire Agreement**

18.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing by duly-authorized representatives of the Parties.

18.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.



**19. Severance**

In the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

**20. Law and Jurisdiction**

20.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

20.2 Any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.