

**PLEASE FIND BELOW THE TERMS AND CONDITIONS  
RELATING TO THE PROVISION OF ALL SERVICES BY  
SWIFTCLEAN (UK) LTD**

These terms and conditions of supply apply to Swiftclean, Swiftclean (UK) Ltd and any other subsidiary associated with the group.

No person other than a Director of the relevant Company has the authority to amend any of these Terms and Conditions of Supply.

**1. DESCRIPTION OF PLANT/AREAS/GOODS**

1.1 The work or goods within each offer relates to the items detailed in the corresponding schedule. The client should check to ensure that the schedule includes all items required.

1.2 Any deviations from that required should be brought to the attention of the Sales Consultant, who will provide a revised offer.

**2. METHOD STATEMENTS**

2.1 The description of works in the offer refers to specific methods, detailed Method Statements will be provided on request.

**3. EXTENT OF SUPPLY**

3.1 Swiftclean undertake to provide the following.

3.1.1 Supervision and labour.

3.1.2 Plant equipment, cleaning chemicals and materials.

3.1.3 Coating materials where specified.

3.1.4 Access equipment, (i.e. ladders, steps), to maximum of 3 meters, (access towers or scaffold would be itemised separately if supplied by Swiftclean).

3.1.5 Access doors as estimated.

3.1.6 Protective sheeting.

3.1.7 Safety equipment for personal protection. It is the responsibility of the client to make Swiftclean aware of all hazardous substances or processes in or around the plant/areas. In particular the client must make available the Asbestos Register.

3.1.8 Task lighting, in accordance with CIBSE definition.

3.1.9 Transport to and from site of all labour equipment and materials.

3.1.10 Subsistence costs for the duration of the contract.

3.2 The client undertakes to provide (at no cost to Swiftclean) Note; Failure to provide any of the following could result in additional costs being incurred.

3.2.1 Water supply, within 30 mtrs (approximately 30 lbs.). Hot water if catering equipment is being cleaned.

3.2.2 A site for operation of diesel 110v or 240v steam cleaner for steam washing of removed items and water supply within 30 mtrs.

3.2.3 110v or 240v electrical supply sockets in all working areas, or within 30m of work areas. Steam cleaner power should be 32 amp.

3.2.4 Isolation of any electrical equipment on system, i.e. removal of fuses from fan motor starter switches, electric coils, etc. and isolation of alarm system within working areas.

3.2.5 If compressed air cleaning techniques are employed an external site for the compressor (road type) within 100 metres of all working areas (approx. size 3m long x 1.5m high x 1.5m wide).

3.2.6 A site contact or contacts to be fully aware of our working arrangements, who are contactable during contract hours and capable of making decisions with regard to elements which affect the contract.

3.2.7 A competent person to remove and replace any false ceilings which contain interlocking tiles or any other type of complicated ceiling arrangement, if access to ductwork in such areas is required.

3.2.8 New filters if these are required following any cleaning.

3.2.9 Access to all working areas without the presence of any parties or items which could impede the progress of Swiftclean. In kitchen areas particular attention should be given to the clearance of food, cooking utensils and crockery from the working areas.

3.2.10 Any necessary keys/security attendance to restricted access areas.

3.2.11 Adequate parking facilities, as near to working area as possible.

3.2.12 Builders access if required at any point to access plant or ductwork. Making good of any ductwork finishes such as plaster, felt, aluminium clad, fire retardant etc. other than foil finish.

3.2.13 The client will ensure that suitable welfare facilities are made available to Swiftclean staff whilst on their site.

**4. PRICE**

4.1 All prices are given for normal working hours unless otherwise specified.

4.2 Unless otherwise specified, all prices given are nett.

4.3 All prices shown are subject to VAT which will be applied at the prevailing rate at time of invoice.

4.4 Errors and omissions are exempt

**5. ADDITIONAL COSTS**

We have detailed non-exclusive possibilities below to aid your planning and hence attempt to keep costs within budget.

5.1 If the client fails to provide any of the items under section 3.2 then additional costs may be incurred.

5.2 If parking is not provided this will be charged at cost plus 20%.

5.3 If access door requirements differ from the estimate, the price will be adjusted accordingly on a pro-rata basis.

5.4 If additional plant requires cleaning/renovation over and above that detailed in the schedule then we will be charged on a pro-rata basis.

5.5 Unless otherwise specified, the prices offered assume continuous uninterrupted working. If the work has to be undertaken on a stage by stage basis, then additional costs may be charged to cover extra travelling, protection and mobilising expenses.

5.6 Standard hourly rates would be used for calculation of variations if rates are not previously agreed.

5.7 If prices are given on the basis of estimated quantities, and the actual quantities vary then we reserve the right to adjust our price accordingly on a pro-rata basis.

5.8 Refer to items detailed in 10 for specific work conditions.

5.9 The prices given are for normal working hours unless otherwise specified, these are Monday to Friday between 06.00 hours and 18.00 hours. A normal working day is approximately 8 hours on site, this may vary and will be at the supervisors discretion. If the client requires the work to be under taken outside these hours, then price loadings will apply. Please apply should these be required.

**6. TIME FOR COMPLETION**

6.1 Subject to Swiftclean's entitlement to suspend in accordance with clause 7.13, Swiftclean shall, as soon as it has possession of the site, proceed regularly and diligently with the works.

6.2 Upon it becoming reasonably apparent that the progress of the works is or will be delayed, Swiftclean shall forthwith give written notice of the delay to the Client stating the cause and, where reasonably practical, the extent of the delay. Upon receipt of the said notice and where the delay in due to circumstances beyond Swiftclean's control, the Client shall forthwith grant Swiftclean a fair and reasonable extension of time for completion of the works.

6.3 Where the progress of works is delayed or materially disrupted by any act, omission or default of the Client or those for whom they are respectively responsible, then the client shall pay the agreed amount of direct loss and/or expense (including direct costs, overheads and loss of profit) as may be attributable to such delay or disruption.

**7. PAYMENT TERMS**

7.1 Non account customers shall be due to settle invoices on presentation either for completed works/delivery or parts thereof, account customers shall be due to settle invoices as follows (account customers must have completed an account application form & be accepted in writing for credit terms).

7.2 Swiftclean shall be entitled to payment by instalments unless it is specified in the quotation that the duration of the works is to be less than 45 days, in which case, clause 7.15 shall apply.

7.3 The first payment shall be due one month after the date of the commencement of the works.

7.4 Interim payments shall be due at one monthly intervals calculated from the date when the first payment was due.

7.5 Swiftclean shall make monthly applications for payment to the Client 7 days prior to the due date.

7.6 The final date for payment shall be 14 days after the due date.

7.7 The Client shall, not later than 5 days after the due date, issue a written notice of payment to Swiftclean, specifying: i) The amount of payment to be made in respect of the amount stated in the application for payment less any agreed retention and less any money previously paid; and ii) The basis for the calculation of such amount.

7.8 The client may, not later than 5 days before the final date for payment of the amount due pursuant to clause 7.7 of these conditions, give a written notice to Swiftclean specifying: i) The amount proposed to be withheld and/or deducted from the amount due under clause 7.7 of these Conditions; ii) The ground or grounds for withholding and/or deducting; and iii) Where the Client intends to deduct and/or withhold monies on more than one ground, the amount withheld and/or deducted in respect of each ground.

7.9 Where the Client fails to give a written notice pursuant clause 7.8 of these Conditions, the Client shall pay Swiftclean the amount due to pursuant clause 7.7.

7.10 The retention money referred to in clause 7.7(i) shall be paid to Swiftclean within the agreed period, which shall not exceed 13 months from completion of Swiftclean works.

7.11 No retention shall be allowed or deducted unless agreed in writing.

7.12 For non-account customers, payment shall be in full on completion or monthly portions, whichever comes first.

7.13 Swiftclean shall, without prejudice to any of the rights and remedies which Swiftclean may otherwise possess, have the right to suspend the works until full payment occurs, provided that: (i) The Client has failed to pay Swiftclean the full amount stated on the Notice of Payment pursuant of clause 7.7 of these Conditions, subject to any notice issued pursuant of clause 7.8; and (ii) Such failure shall continue for 7 days after Swiftclean has given the Client written notice of Swiftclean's intention to suspend the performance of its obligations under the Contract and the ground or grounds upon which it is intended to suspend performance.

7.14 If the Client fails to discharge the full amount due to Swiftclean under clause 7.7 on the final date of payment, then without prejudice to any other right or remedies exercisable by Swiftclean under these conditions or otherwise, the Client shall pay Swiftclean, in addition to the amount not properly paid, simple interest thereon for such period until such payment is made. The rate payable shall be 8% over the base rate of the Bank of England which is current at the date the payment by the Client became overdue. Payment of interest under this sub clause shall be treated as a debt due to Swiftclean by the Client.

7.15 Where the duration of the works is specified in the quotation to be less than 45 days, the Client shall, upon acceptance of the quotation, pay to Swiftclean the percentage of the quoted price as stated in the quotation. The payment of the remainder of the quoted price shall become due on the expiry of 30 days following completion of the works. The final date for such payment shall be 14 days after the due date.

**8. GENERAL**

8.1 We would prefer four weeks notice prior to start to allow sufficient time for planning and mobilisation.

8.2 Unless otherwise stated your order will be deemed as acceptance of our Terms and Conditions herewith.

8.3 If any deadlines for completion are critical then this should be stated on your order.

8.4 Should the progress of our works be suspended or prevented by any means outside of our control or if an abortive visit should occur then we reserve the right to charge for labour, vehicles and plant at standard rates.

8.5 All prices are fixed for 3 months from date of tender unless otherwise specified.

8.6 If it is felt that noise could be a problem then this should be brought to the attention of our Service Delivery Department.

8.7 If required, a certificate of completion will be issued.

8.8 The client is required to inspect for acceptance any completed sections of work on a daily basis. The quality of completed works will be deemed acceptable unless the client reports any defects in writing within 7 days of our site completion.

8.9 Damages for non-completion to programme will not be accepted unless approved by a Director.

8.10 The title of any goods supplied remains with Swiftclean until payment is received in full. In the event of non-payment to our terms we reserve the right to remove such goods from the site at which they have been installed.

**9. INSURANCE**

9.1 In the unlikely event of damage caused to any property of the client or persons due to negligence on the part of Swiftclean, we have Public Liability cover of up to £10,000,000.

9.2 Swiftclean shall not be liable to the Client or any other person or party at the Client's site or sites or connected with the client or its business for any direct, indirect or consequential or economic loss or damage except that covered by, but strictly limited to, the public liability insurance maintained by Swiftclean.

9.3 If the above insurance cover is inadequate, then please contact our office to arrange additional cover (this will be chargeable).

**10. SPECIFIC WORK CONDITION**

**10.1 HVAC HYGIENE**

10.1.1 External cleaning of plant or ductwork if included, would be itemised as a separate cost.

10.1.2 Offers are given on the basis of drawings provided or estimated quantities, if it is found that the installation is significantly different or if turning veins, dampers or any other obstructions were not clearly evident, then the price may need to be altered to take account of additional cost due to such unforeseen parts.

10.1.3 The Client should clearly indicate if ductwork is contained within difficult to access voids which may constitute confined space works.

10.1.4 For a nominal fee, the complete system can be inspected in detail to check for such abnormalities as detailed in 10.1.2.

10.1.5 All ductwork cleaning where fully accessible will meet BESA verification standards as detailed in the Guide to Good Practice TR19 Cleanliness of Ventilation Systems (Second Edition 2013). Verification tests can be conducted for independent analysis, this would be at an agreed rate.

10.1.6 The client is required to remove any sensors, which protrude into the ductwork. Swiftclean will not be held responsible for resultant damage where this is not done.

**10.2 WATER HYGIENE**

10.2.1 It should be understood that with tank refurbishment in severe cases, the removal of scale and heavy corrosion could reveal holes in the tank walls. A repair would be carried out as a variation on a time and materials basis.

10.2.2 We assume that all isolation valves, taps and outlets are operational. Any inoperative parts would be repaired on a time and materials basis.

Delays due to faulty equipment will be charged at hourly rate.

10.2.3 De-scaling would only be carried out if clearly stated, the extent of such de-scaling would also be identified.

10.2.4 The Client undertakes to ensure that any drainage facility or pipe allocated for tank drain down is free flowing and fit for purpose.

**10.3 KITCHEN ENVIRONMENTS**

10.3.1 It should be noted that if we are unable to inspect the internal surfaces of any kitchen extract ductwork during our survey and grease deposits are exceptionally heavy, requiring manual scraping throughout then additional costs may be incurred.

10.3.2 It should be noted that the effective cleaning of a kitchen extract system requires the use of a certain amount of water and chemical. Although all efforts are taken to contain effluent, we cannot be held responsible for leakage through poorly jointed ducting.

10.3.3 It should be understood that the deep cleaning of old commercial extraction equipment will not necessarily give an "As New" appearance after cleaning.

**11. GUARANTEE/WARRANTY**

11.1 Where a manufacturers Guarantee/Warranty is applicable to any coating or lining material applied by Swiftclean this will be passed onto the client as "correct at the time of issue".

11.2 Guarantees/Warranties issued by materials manufacturers may be subject to alteration without prior notice from the manufacturer. Therefore, such Guarantees/Warranties are passed to the client by Swiftclean "in good faith" and are outside our control.

11.3 Where a Guarantee/Warranty is issued by Swiftclean for its workmanship, they will be subject to ongoing inspection and/or maintenance contract the duration being dependent upon the period time to which such Guarantee/Warranty is issued.

11.4 Should regular inspection and/or maintenance not be carried out by Swiftclean or by approved trained personnel the Guarantee/Warranty will be void.

11.5 Swiftclean shall only be liable to make good any defects in the works which stem from faulty materials or bad workmanship provided that: i) Swiftclean receives written notice of any defects within 12 months of the completion of the work; and ii) That the coatings and linings pertinent to the works have been used under proper operating conditions; and iii) The extent of Swiftclean's liability in respect of such coatings and linings shall not exceed the extent of the Suppliers or the Manufacturer's liability to Swiftclean.

11.6 Completion of the works shall be deemed to have occurred and the guarantee period to have commenced on the date on which Swiftclean gives written notice to the Client or his agent that the works are ready for use.

11.7 Swiftclean shall not be liable in respect of any defect which may occur in any previously existing system to which the works may be connected unless and to the extent that such defect is caused by or contributed to by a defect in the works for which Swiftclean would be liable under this clause.

11.8 Save as is provided by this clause, Swiftclean shall not be liable for loss or damage whether arising directly/indirectly as a consequence of any defect in the works saved to the extent that such defect is caused by the negligence of Swiftclean, its servant or agent.

**12. ADJUDICATION**

12.1 Any dispute or difference arising under the Contract may be referred to an Adjudicator at any time by either party.

12.2 The Adjudicator shall be the person so named by the parties. If a person is not so named, the Adjudicator shall be such as person as the parties agree or in the absence of such agreement, a person appointed by an Adjudicator Nominating Body (ANB).

12.3 The parties agree to appointment of an Adjudicator within 7 days of written notice issued under clause 12.5 of these Conditions.

12.4 If the Adjudicator is i) unwilling or unable to adjudicate on the dispute or difference referred to him; ii) dies before the commencement of such adjudication proceedings or in the course of such adjudication proceedings; iii) for reason of illness, absence, or is unavailable for some other cause, unable to conduct an adjudication, the parties may, subject to clause 12.3 of these conditions, agree on a replacement Adjudicator or, failing such an agreement, the Adjudicator shall be the person appointed by the ANB.

12.5 Either party shall notify his intention to refer a dispute or difference arising under the contract to an Adjudicator by written notice to the other party, of his intention to do so. Such notice shall include particulars of the dispute or difference together with relevant documentation in support thereof.

12.6 The reference to the Adjudicator shall be made via the referring party, submitting a copy of the written notice in clause 12.5 of these conditions, together with any relevant documentation, at the same time as he submits such notice to the other party or as soon as the Adjudicator has been appointed (unless the reference to the Adjudicator is made by the parties jointly).

12.7 The other party may, within 12 days of receipt of the documentation issued under clause 12.6 of these conditions, submit to the Adjudicator and to the party initiating the reference, his written response, including, supporting arguments and documentation. The Adjudication shall decide upon the dispute or difference within 28 days from the date of referral and shall notify his decision to each party at any time within that period.

12.9 The 28 day period referred to at clause 12.8 of these conditions may be extended upon the agreement of both parties but such extension can only be up to 14 days if consent is obtained only from the referring party.

12.10 Unless otherwise ordered by the Adjudicator as part of his decision; (the panics shall be equally liable for the Adjudicator's fees and expenses; and ii) the parties shall each bear its own cost of the reference to the Adjudicator.

12.11 The Adjudicator shall not be obliged to give reasons for his decision.

12.12 The Adjudicator shall act impartially, set his own procedures and take respect of referral.

12.13 The decision of the Adjudicator shall be binding upon the parties. i) The parties shall, without prejudice to their own rights under the contract, comply with the decision of the Adjudicator and shall ensure that the decision of the Adjudicator is given effect; (ii) Any payment required by the Adjudicator's decision shall be enforced as a debt without set of for counterclaim and shall be due on the dates of the Adjudicator's decision; (iii) Any payment required by the Adjudicator shall be discharged within 7 days from the date of his decision.

12.14 The parties agree the Adjudicator shall have no liability whatsoever for anything done or omitted to be done in the discharge of his function as an Adjudicator, nor for any consequences arising out of or in connection with his decision, unless such act or omission is in bad faith.

**13. APPLICABLE LAW**

13.1 Unless otherwise specifically provided, this contract is to be construed in accordance with the law of England.