

**Swiftclean (UK) Limited**

Registered address: 1 Nelson Street, Southend on Sea, Essex SS1 1EG

Company Registered number 02590467

**Standard Terms & Conditions of Business**

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## **1. Preliminary**

- 1.1. In these Terms & Conditions of business “Swiftclean”, “the Company”, “We”, “Us” or “Our” shall mean Swiftclean (UK) Limited.
- 1.2. These Terms & Conditions shall apply to any Agreement or Contract (“the Agreement”) between Swiftclean and any person, firm or company (“the Client”) placing an order with Swiftclean in respect of expert services for duct cleaning, legionella risk control, fire safety maintenance and associated services (“the Services”) or components, products or other items (“the Products”).
- 1.3. These Terms & Conditions shall be subject to any Special Conditions (if any) agreed in writing by Swiftclean in relation to the Agreement and shall be modified accordingly.
- 1.4. No person other than a Director of Swiftclean has the authority to amend any of these Terms & Conditions.

## **2. Orders**

- 2.1. Any offer, order, acceptance, sale and/or delivery or any conduct in relation to any Agreement will be subject to these Terms & Conditions which shall prevail notwithstanding any printed or other conditions contained or referred to in any purchase order or other document prepared by or on behalf of the Client at any time.
- 2.2. Swiftclean shall be under no liability for any order received until the order is confirmed by Us in writing. Subject to the above, We may proceed with any verbal orders at the Client’s own risk and upon the terms contained herein.
- 2.3. If the order is for Services that require particular safety procedures to be observed or if We shall so request, the Client shall deliver all such safety information to Us and We shall not be obliged to confirm the date of commencing delivery of the Services until We receive the complete information.
- 2.4. If at any time during the performance of the Services Swiftclean shall determine that the working environment is unsafe, We may cancel the Agreement without notice, without affecting Our rights to receive payment for the Services performed up to cancellation.
- 2.5. An accepted order may only be cancelled or varied with Our consent and the giving of such consent shall not prejudice Our right to recover from the Client full compensation for any loss or expense, including loss of profit, arising from such cancellation or variation.
- 2.6. Any date or time given by Swiftclean to the Client for the performance of the Services or delivery of any Product is an estimate only. While We will always endeavour to meet dates or times given or specified by either party, no such dates or times shall be binding on Swiftclean.

## **3. Our Supply: Performance of the Services at the Client’s premises**

- 3.1. Swiftclean undertakes to the Client to exercise all the reasonable skill, care and diligence that may reasonably be expected of a professional person acting in the capacity of a contractor in relation to the Services.
- 3.2. Any goods or materials supplied by Swiftclean (“the Products”) under this Agreement shall be of a satisfactory quality.

- 3.3. The description of works in Our Quotation/Service Proposal assumes the application of Our standard Risk Assessment and Method Statement (RAMS), a copy of which is available upon request.
- 3.4. **Swiftclean undertakes to provide the following:**
- 3.4.1. Supervision and labour.
  - 3.4.2. Equipment for the direct performance of the Services, cleaning chemicals and materials.
  - 3.4.3. Coating materials where specified.
  - 3.4.4. Access equipment, (i.e. ladders, steps), to maximum of 3 meters, (access towers or scaffold would be itemised separately if supplied by Us).
  - 3.4.5. Access doors as estimated in accordance with the quotation.
  - 3.4.6. Protective sheeting.
  - 3.4.7. Subject to Clause 3.5 herein, safety equipment for personal protection.
  - 3.4.8. Task lighting, in accordance with CIBSE definition.
  - 3.4.9. Transport to and from site of all labour, equipment and materials.
  - 3.4.10. Subsistence costs for the duration of the contract.
- 3.5. **It is the responsibility of the Client** to make Swiftclean aware of all hazardous substances or processes in or around the plant/areas at the time of requesting a quotation. In particular the Client must make available the Asbestos Register.
- 3.6. **The Client undertakes to provide at no cost to Swiftclean** (Note: failure to provide any of the following could result in additional charges to the Client):
- 3.6.1. A suitable water supply within 30 metres, including hot water if catering equipment is being cleaned.
  - 3.6.2. 110v or 240v electrical supply sockets in all working areas, or within 30m of work.
  - 3.6.3. 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.
  - 3.6.4. 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.
  - 3.6.5. 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.
  - 3.6.6. New filters if these are required following any cleaning.
  - 3.6.7. Full safe and unencumbered access to all working areas free from the presence of any parties, items or structural features that could impede the progress of Our site team. In kitchen areas particular attention should be given to the clearance of food, cooking utensils and crockery from the working areas.
  - 3.6.8. Any necessary keys/security attendance to restricted access areas.
  - 3.6.9. Adequate parking facilities, as near to working area as possible.
  - 3.6.10. 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.

3.6.11. The Client shall ensure that suitable welfare facilities are made available to Swiftclean staff whilst on site.

**Specific Work Conditions:**

**3.7 HVAC Hygiene**

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

3.7.2 Our Quotations and Offers given, and orders accepted, are on the basis of drawings provided or estimated quantities. Should it be found, in Our sole opinion, that the installation is significantly different or if turning vanes, dampers or any other obstructions were not clearly evident at the sales visit or in offering a quotation, then We reserve the right to alter the price accordingly to take account of such additional or unforeseen elements.

3.7.3 It shall be the Client's responsibility to advise Us before Quotation if ductwork is contained within difficult-to-access voids which may constitute confined space works; and should the Client fail to do so then We reserve the right to increase the price to take account of additional time taken and materials used; but in any event We shall not be responsible for failure to perform or to complete any works not so previously identified.

3.7.4 Should the Client be uncertain about the issues noted in clause 3.7.3, it should request Us to perform an advance inspection of the complete system, which We may perform for a nominal fee.

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

3.7.6 The Client is required to remove any sensors that protrude into the ductwork. We shall not be held responsible for resulting damage where this is not done.

**3.8 Water Hygiene**

3.8.1 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 at an additional charge on a time and materials basis.

3.8.2 Unless made known to Us prior to any Quotations and Offers given by Us, We may assume that all isolation valves, taps and outlets are operational. Any inoperative parts would be repaired at an additional charge, on a time and materials basis. Delays caused by faulty equipment will be charged additionally at an hourly rate consistent with the underlying contract and the time of performance.

3.8.3 De-scaling shall only be carried out if clearly stated in Our Quotation or in the Client's pre-Quotation instruction, and to the extent that such de-scaling is identified therein.

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

**3.9 Kitchen environments**

- 3.9.1 Unless otherwise advised it will be assumed that grease levels in ductwork are being controlled in line with TR19 Grease. Should We be unable to inspect the internal surfaces of any Kitchen Extract ductwork during our pre-work survey and grease deposits are exceptionally heavy, requiring manual scraping throughout, then an additional charge may be added on a time and materials basis.
- 3.9.2 It should be noted that the effective cleaning of a Kitchen Extract system requires the use of a certain amount of water and chemicals. Although all efforts are taken to contain effluent, We cannot be held responsible for leakage through poorly-jointed ducting.
- 3.9.3 It should be understood that the deep cleaning of old commercial extraction equipment will not necessarily give an “As New” appearance after cleaning.
- 3.9.4 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) and as appropriate the later specification, Fire Risk Management of Grease Accumulation within Kitchen Extraction Systems, TR/19 Grease.
- 3.9.5 If there is a fire suppression system installed within the Kitchen Extract system then, as per 2.23.3 of TR19 Grease, it is the Client’s responsibility to organise and pay for any isolation costs. If the fire suppression system is not isolated then We will nevertheless typically still clean the Kitchen Extract system in order to minimise cost to the Client and will take reasonable care not to trigger activation but this will be at the Client’s sole risk. If the Client fails to or chooses not to isolate the fire suppression system either before or during works then the Client accepts that in the event of an accidental activation of the fire suppression, the cost of making good and of any other consequences shall be the Client’s sole responsibility and the Client fully indemnifies Us. It shall also be the Client’s sole responsibility to re-connect the fire suppression system following the cleaning of the Kitchen Extract system and the Client additionally fully indemnifies Us against any consequences should the Client fail to do so.

#### **4. Independent Contractor**

In providing Our Services, Swiftclean shall be an independent contractor, and the Client shall have no right to exercise supervision as to the manner or method by which Swiftclean provides its Services, except that Swiftclean’s employees and representatives shall adhere to the safety policies and procedures provided by the Client while on the Client’s premises.

#### **5. Time for completion**

- 5.1. Subject to Our entitlement to suspend in accordance with clause 9.10 (Payment), Swiftclean shall, as soon as it has possession of the site, proceed regularly and diligently with the works.
- 5.2. Should it not be reasonably possible to complete the works in the contracted time due to grease deposits being exceptionally heavy or for any other reason beyond Our reasonable control, We shall propose a follow-up visit as soon as We are able to schedule it and such visit shall be chargeable at the same rate; but We shall not be responsible for any consequences of delay before the follow-up visit.

- 5.3. 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 is 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.
- 5.4. 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.
- 5.5. The time allowed for completion shall be on the basis that Our standard Risk Assessment and Method Statement (RAMS) is used.

## **6. Force Majeure**

Swiftclean shall be under no liability for any delay or failure to perform the Services or deliver the Products in the event that the performance, supply or delivery of the Services or Products (as appropriate) is prevented or delayed by any act or circumstances beyond Swiftclean's reasonable control including but not limited to an Act of God, legislation, war, fire, drought, inclement weather, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a trade dispute or owing to any inability to procure materials required for the performance of the Services and where possible Swiftclean shall resume performance of its obligations as soon as the cause, prevention or delay is removed.

## **7. Prices**

- 7.1. All prices quoted by Swiftclean are fixed for 3 months from the date of issue.
- 7.2. All prices are for normal working hours unless specified otherwise.
- 7.3. Swiftclean shall have the right at any time to revise prices to take account of increases in costs including (without limitation) costs of labour, materials, carriage or overheads.
- 7.4. Certification requested by the Client shall be itemised and charged for separately.
- 7.5. All prices quoted exclude VAT, which shall be added at the prevailing rate at the time of invoice.
- 7.6. Swiftclean shall not be bound by errors and omissions in its quotations or pricing, and reserves the right to correct the same at any time.

## **8. Additional Costs**

The following non-exclusive possibilities are listed in order to aid the Client's planning and hence to attempt to keep costs within the quoted price.

- 8.1.1. Should delays be caused because the Client fails to provide any of the items listed under section 3.6 or any other facility that is reasonably required for the unencumbered performance of the work OR

- 8.1.2. Should We be unable to access the relevant work areas due to obstructions or for any reason that is outside Our control, We shall be entitled to invoice and the Client will pay for the work as quoted (with the exception of goods that have not been supplied) as if the work had been completed, and We shall issue a new quotation/Service Proposal to the client for any re-visit, at a rate that is consistent with Our original quotation/Service Proposal, which shall be chargeable as an additional cost.
- 8.2. Should the Client wish to use a Risk Assessment and Method Statement (RAMS) other than Our own standard RAMS, then unless Our quotation/Service Proposal specifically provides for training of Our field team in the Client's RAMS, any time spent in training Our field service team in the client's RAMS will be chargeable to the Client in addition to Our quoted price, at a rate consistent with our Quotation/Service Proposal and the time for performance of the works shall be extended accordingly.
- 8.3. If parking is not provided this will be charged at cost plus 20%.
- 8.4. If access door requirements differ from the estimate, the price will be adjusted accordingly on a pro-rata basis.
- 8.5. Should additional plant, equipment or property require cleaning/renovation over and above that detailed in the schedule then this will be charged on a pro-rata basis. Unless otherwise specified, the prices offered assume continuous uninterrupted working. If the work has to be under taken on a stage-by-stage basis, then additional costs may be charged at a rate that is consistent with Our original quotation/Service Proposal, which shall be chargeable as an additional cost.
- 8.6. Our standard hourly rates will be used for calculation of variations if rates are not previously agreed.
- 8.7. If prices are quoted on the basis of estimated volumes of work and the actual quantities are then found to vary from the estimate, then Swiftclean reserves the right to adjust the contract price accordingly on a pro-rata basis and the Client shall pay the price so adjusted.
- 8.8. Refer to items detailed in clauses 3.7-3.9 for specific work conditions.
- 8.9. The prices quoted are for normal working hours unless otherwise specified, these being Monday to Friday between 06.00 hours and 18.00 hours. A normal working day is approximately 8 hours on site inclusive of breaks, this may vary and will be at the supervisor's discretion. If the client requires the work to be under taken outside these hours, then the prices shall be increased to reflect higher out-of-hours rates. The Client should notify Us at the earliest opportunity upon becoming aware of such requirements.

## **9. Payment**

- 9.1. The Client shall pay to Swiftclean the contract sum together with any other sums payable under any other clause of these Terms & Conditions in accordance with the terms set out below and the Quotation/Service Proposal whether for invoicing in advance, monthly invoices, partial/stage invoices or invoices for complete services or for any other reason.

- 9.2. Clients who do not have a credit account with Swiftclean shall pay at the time of order placement, either by online payment to Swiftclean's nominated bank account or else through the online payment portal on Swiftclean's website, [www.swiftclean.co.uk](http://www.swiftclean.co.uk)
  - 9.3. Where payment in advance has been made, Swiftclean undertakes to hold such payment on trust until completion of the works and to apply such part of it as is relevant in accordance with the performance of the contract.
  - 9.4. Where payment in advance is required, Swiftclean will not schedule the works until receipt of the payment in full.
  - 9.5. In order to acquire a credit account, the Client must have completed an account application form and also be accepted for credit terms by Swiftclean in writing.
  - 9.6. Unless other payment terms are agreed in writing by Swiftclean, all payments under credit terms are to be paid within 30 days of the date of invoice, without any deduction or set-off.
  - 9.7. Where an application for payment is required, the client must within 14 calendar days either approve the application in full or else issue a written notice to Swiftclean specifying:
    - (i) The amount of payment to be made in respect of the amount stated in the application for payment;
    - (ii) The basis for the calculation of such amount;
    - (iii) If the Client intends to deduct or withhold any monies, the sums of those monies and the reasons for the deductions.
  - 9.8. If no such notice is received by Swiftclean within 14 calendar days from the date of the application, then the application will be deemed to be accepted in full. Swiftclean will thereupon issue the relevant invoice and the Client must pay within 30 days of the invoice date.
  - 9.9. Invoices shall be payable in full. No retention shall be allowed or deducted.
  - 9.10. Should any payment become overdue, Swiftclean may at its sole discretion suspend or withhold any services to the Client and will reschedule such services once payment has been received in full, and the time allowed for the performance of such services shall be extended accordingly.
  - 9.11. If the Client fails to pay the full amount due to Swiftclean within the payment period under clause 9.6, 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 unpaid, 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 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.
- 10. Title**
- 10.1 Risk in any goods supplied by Us shall pass to the Client on delivery.
  - 10.2 Subject to Clause 13 (Intellectual Property), title in any goods supplied by Us and in any report supplied by Us shall remain with Us until payment has been received by Us in full in cleared funds of all sums that are or that may become due to Us from the Client under this or any other agreement between the parties.



10.3 The Client's rights to possession of goods and/or reports for which We have not already received payment in full shall terminate immediately if the Client is or becomes insolvent or the Client encumbers or in any way charges any of the goods and/or reports.

1. On termination of this Agreement or Contract, howsoever caused, this clause 10 shall remain in effect.

**11. Warranty and Limitation of Liability**

1. We warrant that We will perform the services and supply products with reasonable skill and care.

2. Except as expressly provided in the Terms & Conditions, no warranty, condition, undertaking or term expressed or implied, statutory or otherwise, as to the condition, quality, performance, durability or fitness for purpose of the works executed and/or parts provided and or installed under any purchase order or contract that is subject to these Terms & Conditions is given by Us.

3. Where a manufacturer's Guarantee/Warranty is applicable to any coating or lining material applied by Us, this will be passed onto the Client as being 'correct at the time of issue'.

4. 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 Us in good faith and are outside our control.

5. The rate at which ductwork or a kitchen extract system become coated in dust, dirt or grease is dependent on the individual circumstances of its use. Accordingly We give no guarantee or warranty as to the length of time before it requires cleaning again.

6. The responsibility for ensuring an adequate legionella control, cleaning and fire safety regime is and always remains entirely with the Client and any service provided by Us does not absolve or in any way waive the responsibility of the Client for the adequacy of its own safety management systems or management.

7. Where We issue a Guarantee/Warranty for Our workmanship in applying coatings and linings, it is subject to the Client performing or causing to be performed adequate ongoing inspection and/or periodic maintenance in accordance with the care instructions given by the manufacturer of the product, and will be limited to the length of time specified by the manufacturer.

8. Should regular inspection and/or maintenance not be carried out by Us or by approved trained personnel in accordance with the care instructions, the Guarantee/ Warranty will be void.

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

10. Completion of the works shall be deemed to have occurred and the Guarantee period to have commenced on the date on which We give written notice to the Client or his agent that the works are ready for use.
11. We shall not be liable for any defect that may occur in any previously existing system to which the works may be connected unless and solely to the extent that such defect is directly caused by a defect in the works for which We would be liable under this clause.
12. Without prejudice to clause 11.1 above or any terms implied by law, the Client shall indemnify and hold Swiftclean, its agents and employees harmless from and against all damages, judgements, costs or other expenses (including reasonable legal fees) arising directly or indirectly as a consequence of any claim or charge made against Swiftclean or the Client in connection with the Products or Services rendered to the Client by Swiftclean except such damages, judgements, costs or expenses caused directly by Our negligence or by that of Our servant or agent.
13. In no event shall Swiftclean be liable to the Client or to others, except in the case of death or personal injury caused by Swiftclean's negligence, for any indirect, special or consequential damage of any nature, whether foreseeable or not. In no event shall Swiftclean's liability in connection with the Products and Services, whether caused by, but not limited to, non-performance, defects, errors, breach of warranty or otherwise, exceed the value of Swiftclean's insurance.

## **12 Insurance**

- 12.1 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.
- 12.2 We shall not be liable to the Client or to any other person or party 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 Us.
- 12.3 Should any Client consider the above insurance cover to be inadequate, it shall be the Client's responsibility to contact Our office to arrange additional cover, which will be chargeable to the Client at additional cost.

## **13 Intellectual Property**

Intellectual Property in any report submitted by Us to the Client shall remain vested in Us at all times. Upon receipt by Us of payment in full from the Client, We grant the Client an exclusive free licence to print and to use the report for the purpose of assessing its content.

## **14 Assignment**

This Agreement may not be assigned by either party, in whole or in part, without the written consent of the other party, such consent not to be unreasonably withheld or delayed.

## **15 Severance, illegality and waiver**

15.1 If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or Law, that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

15.2 No single or partial exercise, or failure or delay in exercising, of any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

**16 Entire Agreement**

This Agreement constitutes the entire agreement between the parties and may only be changed with the written consent of both parties.

**17 Contracts (Rights of Third Parties) Act 1999**

Notwithstanding any other provision of this Agreement, nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

**18 Applicable Law**

The Law of this contract shall be the law of England & Wales and the parties shall submit to the jurisdiction of the courts of England.