



## 1) INTERPRETATION

In this Conditions:

- i) the Company” means Central Services Group Limited
- ii) the Customer” means the person or company who purchase the Services or Good
- iii) the Service” means any service Central Services Group Limited supplies to the Customer under the agreement.

## 2) Contract.

- i) the Quotation” means Central Services Group Limited written quotation for the services or goods supply (by written agreement and or email)
- ii) the Agreement” means the contract for the provision of Service made between the Company and the Customer, including these Conditions
- iii) the Goods” means any items, units, equipment or other goods which Central Services Group Limited supplies to the Customer under, or relating to an Agreement.

## 3) GENERAL

- i) These Conditions apply to all contracts for the supply of services or goods entered into by the Company. Neither the Customer nor the Company shall be bound by any variation or waiver of the Contract, except as agreed by both parties in writing and signed on their behalf.

## 4) QUOTATION VALIDITY PERIOD

- i) Any quote is valid for one months. The one-month period commences from the date of the quotation. Quotations accepted after this period may require re-quoting.

## 5) AGREEMENT STARTS DATE AND ACCEPTANCE OF TERMS AND CONDITIONS

- i) Each separate agreement for cleaning, pest control or supplies, property clearance and maintenance, garden maintenance runs from the date that you:
  - signed it;
  - sent it via e-mail
- ii) If none of these apply to you, the agreement and terms and conditions apply when you start taking the service or supply for the first time.
- iii) The Customer’s request or order for services and/or goods is accepted by Central Services Group Limited when all credits checks have been completed satisfactorily in accordance with condition 5.4
- iv) Central Services Group Limited acceptance and formation of the Agreement is conditional upon satisfactory credit checks on the Customer, its directors, partners or principals as Central Services Group Limited considers necessary. If such credit checks are not to Central Services Group Limited satisfaction, Central Services Group Limited reserves the right to request advance payment prior to installation. If payment is not received the installation will not proceed and the Agreement will be cancelled/ rejected (without liability).



## 6) AGREEMENT TYPE

- i) Business services, Property Clearance and Maintenance/ Cleaning/Pest Control/ Periodical Service Agreement - One year minimum agreement unless otherwise agreed. Three months' notice required in writing prior to the anniversary date or at the end of any subsequent Term otherwise agreement will be extended for a further one year. In the events the Customer fails to provide notice in accordance within his condition, condition 8.3 shall apply.

## 7) ACCOUNTS

- i) All invoices to be paid within 30 days from the date of the invoice.
- ii) If the Customer fail to make payments Central Services Group Limited reserves the right (without prejudice to its other right and remedies) to charge interest on all sums remaining unpaid after the due date, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 at the rate the of 8% over the current Bank of England base rate together with late payment charges as set out in the Act. (A part of the month being treated as a full month for the purposes of calculating interest.)
- iii) (without being in breach to the Customer) Central Services Group Limited reserves the right to suspend services if invoices are not paid by the due date. Services will be restored immediately after receiving outstanding payment amount in full. During suspension charges will continue to be applied as usual.

## 8) TERMINATION

- i) In the event the Customer terminates the Agreement during the initial term pursuant to conditions 6.1 the Customer shall pay to Central Services Group Limited:
- ii) All amounts due that would have been payable under the agreed minimum term of the contract if the contract is cancelled before end of the agreed period. If the agreement is for a variable quantity of goods / services, the amount payable in will be calculated at 70% of the average (calculated over the last 6 months)
- iii) In the events the Customer terminates the Agreement after the Initial term and fail to give notice or adequate notice in accordance with condition 6.1 the Customer shall pay forthwith to Central Services Group Limited all amounts due and that would have been payable under the Agreement.
- iv) Upon termination of this Agreement howsoever arising:
- v) All Goods remain the property of Central Services Group Limited unless bought outright, and will be collected at the end of an Agreement.

## 9) SERVICE

- i) The Company shall carry out with reasonable skill and care the Services for the Customer as described in the Quotation and in the accompanying specification if supplied
- ii) In respect of Cleaning Agreement only;
- iii) Central Services Group Limited reserve the right to charge for the additional service provide on bank holidays. Monthly invoices are not reduced for shutdowns over holiday periods e.g. Easter, Christmas and New Year;



- iv) One off customer requests for additional duties will be subject to an extra charge to cover the additional cleaner(s) and management time. Cost ex vat: is reflective of agreed rates and subject to any holiday period, weekend and overnight surcharge.
- v) A duplicate set of keys is required in case of emergencies and illness.

### 10) PRICE

- i) The price for the Service/Goods shall be the price set out in the Agreement and is exclusive of any value added tax which shall be added to the sum in quotation.
- ii) Central Services Group Limited reserves the right, to amend Agreement price of the Goods and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.
- iii) In respect of Property Clearance and Maintenance/Garden Maintenance/Cleaning/Pest Control/Periodicals agreement.
- iv) by giving written notice to Customer prices are adjusted on annual basis in January.

### 11) LIABILITIES & QUALITY CONTROL

- i) Central Services Group Limited has public liability insurance and fidelity cover e.g. misuse of telephones, although this can be increased on a contract by contract basis as required. Loss of keys cover is up to £00.00
- ii) Central Services Group Limited liabilities for all other loss or damage suffered by the Customer in any 3 month period and caused by an act or omission of Central Services Group Limited, its employees or sub-contractors shall not exceed the sum actually paid by the Customer to Central Services Group Limited during that 3 months.
- iii) Central Services Group Limited shall not be liable in any way for any loss of profits, nor shall it be liable for any indirect, consequential or special loss or damage howsoever caused and arising from the Customer's use or possession of the Goods or benefit from the services provided by Central Services Group Limited.
- iv) Neither party shall be liable for any delay or failure to comply with its obligation under this Agreement where such failure or delay is occasioned by any event beyond its reasonable control, including but not limited to acts of God, tropical storms, flood, fire, riot, war, inclement weather, strikes, industrial action or any other reason.
- v) Nothing in these Terms shall exclude or limit Central Services Group Limited liability for death or personal injury caused by Central Services Group Limited negligence or its liability for fraudulent misrepresentation.
- vi) Central Services Group Limited will normally only use suppliers and partners meet our standards as a preferred supplier/partner.



### **12) EMPLOYMENT**

- i) In the event of an agreement terminating customers are prohibited from employing Central Services Group Limited staff directly for a period of 1 year.
- ii) Customers are not permitted to employ Central Services Group Limited employees for work outside of the agreement without paying 25% of their average annual salary over prior three month period.

### **13) JURISDICTION**

- i) This Agreement and these Terms shall be construed in accordance with English Law, and shall be subject to the exclusive jurisdiction of the courts of England.