

Terms and Conditions

These Conditions are incorporated into the Contract along with the Order.

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Additional Services: additional auxiliary services to the Services as required by the Customer from time to time such as window cleaning, carpet cleaning and hygiene services. This list is not exhaustive.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 7 and as more particularly set out in the Order.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 14.5.

Consumable Goods: toilet rolls, soap, hand towels, couch rolls, black bin liners and white liners. This list is not exhaustive.

Contract: the contract between Vanguard and the Customer for the supply of Services which for the avoidance of doubt incorporates the Order and these Conditions.

Customer: the person or firm who purchases Services from Vanguard.

Customer Default: has the meaning set out in clause 4.2.

Equipment: the cleaning equipment provided and used by Vanguard from time to time in the provision of the Services detailed in the cleaning schedule.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for Services as set out in an order confirmation document, sent by Vanguard to the Customer.

Order Confirmation: an order confirmation document sent by Vanguard to the Customer agreeing to fulfil an Order and confirming the Order.

Services: the provision of regular cleaning services for medical establishments plus the Additional Services as more specifically set out in the Order.

Term: the term of the Contract as set out in the Order.

Vanguard: VANGUARD CLEANING MANAGEMENT SOLUTIONS LIMITED registered in England and Wales with company number 04420912.

Vanguard Materials: has the meaning set out in clause 4.1(g).

1.2 Interpretation:

- a. A reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- b. Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- c. A reference to **writing** or **written** includes email.

2. **Basis of contract**

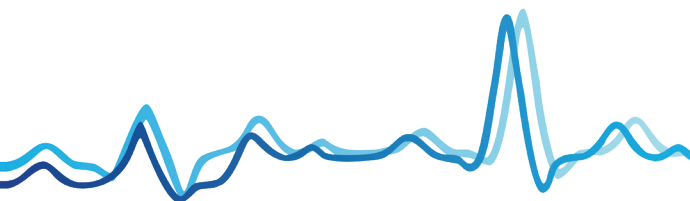
- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Vanguard sends the Order Confirmation to the Customer at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by Vanguard, and any descriptions or illustrations contained on Vanguard's website, its catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 The Contract is the entire agreement between Vanguard and the Customer in relation to its subject matter. The Customer acknowledges that it has not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

3. Supply of Services

- 3.1 Vanguard shall supply the Services to the Customer.
- 3.2 Vanguard shall use all reasonable endeavours to meet any performance dates but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 Vanguard reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Vanguard shall notify the Customer in any such event.
- 3.4 Vanguard warrants to the Customer that the Services will be provided using reasonable care and skill.

4. Customer's obligations

- 4.1 The Customer shall:
 - a. ensure that the terms of the Order are complete and accurate;
 - b. co-operate with Vanguard in all matters relating to the Services;
 - c. provide Vanguard, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Vanguard;
 - d. provide Vanguard with such information and materials as Vanguard may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - e. prepare the Customer's premises for the supply of the Services as necessary;
 - f. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - g. keep all materials, Equipment, documents and other property of Vanguard (**Vanguard Materials**) at the Customer's premises in safe custody at its own risk, maintain Vanguard Materials in good condition until returned to Vanguard, and not dispose of or use Vanguard Materials other than in accordance with Vanguard's written instructions or authorisation.
- 4.2 If Vanguard's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - a. without limiting or affecting any other right or remedy available to it, Vanguard shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Vanguard's performance of any of its obligations;
 - b. Vanguard shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Vanguard's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - c. the Customer shall reimburse Vanguard on written demand for any costs or losses sustained or incurred by Vanguard arising directly or indirectly from the Customer Default.



5. **Equipment**

- 5.1 The Customer shall during the term of the Contract:
- a. ensure that the Equipment is kept in a suitable environment;
 - b. not permit any person, firm or company other than Vanguard to service or use the Equipment or allow any products other than those supplied by Vanguard to be used in connection with the Equipment;
 - c. keep the Equipment at all times at the Customer's premises; and
 - d. not use the Equipment for any unlawful purpose.
- 5.2 The Equipment shall at all times remain the property of Vanguard, and the Customer shall have no right, title or interest in or to the Equipment.

6. **Insurance**

- 6.1 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on deliver of the Equipment. The Equipment shall remain at the sole risk of the Customer during the rental period and any further term during which the Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Equipment is redelivered to Vanguard. During the rental period and the Risk Period, the Lessee shall, at its own expense, obtain and maintain the following insurances:
- a. insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Lessor may from time to time nominate in writing;
 - b. insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Vanguard may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
 - c. insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as Vanguard may from time to time consider reasonably necessary and advise to the Customer in writing.

7. **Charges and payment**

- 7.1 Invoices for services are issued monthly in advance. Consumable goods are itemised on the same invoice monthly in arrears. Payment should be made no later than 30 days following the invoice date.
- 7.2 The Charges for the Services shall be as set out in the Order.
- 7.3 Payment for invoices should be made by direct debit, bacs transfer or cheque.
- 7.4 Vanguard will send the Customer an electronic invoice within 7 days of the beginning of the month. For any failed or cancelled payments, an administration fee may be levied.
- 7.5 **Increase in Charges.** Vanguard reserves the right to increase the Charges on an annual basis in line with either:
- the percentage increase in the Retail Prices Index in the preceding 12-month period whereby the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index; and/or
 - any increase in the rates of national insurance contributions and/or the national minimum wage and/or statutory increases to employer pension contributions which shall normally but not exclusively take effect each April following the Commencement Date.
- 7.6 **Bank and Public Holidays.** Vanguard shall not provide any credit or refunds to the Customer for bank holidays or public holidays as these have already been allowed for in the charge. Additional work on bank and public holidays will be at an additional charge.
- 7.7 **Leap Years.** Vanguard reserves the right to charge the Customer an additional charge (which for the avoidance of doubt, shall be additional to the Charges) on the 29th February on each leap year. This additional charge shall be on a pro-rata basis in relation to the Charges payable by the Customer under the Contract.
- 7.8 **Consumable Goods and Additional Services.** If the Customer wishes to purchase any Consumable Goods or any Additional Services, these shall be charged as extra in addition to the Services.
- 7.9 The Customer shall pay each invoice submitted by Vanguard:
- within 30 days of the date of the invoice; and
 - in full and in cleared funds to a bank account nominated in writing by Vanguard, and time for payment shall be of the essence of the Contract.
- 7.10 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Vanguard to the Customer, the Customer shall, on receipt of a valid VAT invoice from Vanguard, pay to Vanguard such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

7.11 If the Customer fails to make a payment due to Vanguard under the Contract by the due date, then, without limiting Vanguard's remedies under clause 11, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.12 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

7.12 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Intellectual property rights

8.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Vanguard.

8.2 The Customer grants Vanguard a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to Vanguard for the term of the Contract for the purpose of providing the Services to the Customer.

9. Personal Information

9.1 Vanguard will use any personal information the Customer provides to::

- a. provide the Services;
- b. process the Customer's payment for the Services; and
- c. inform the Customer about similar services that Vanguard provides, but the Customer may stop receiving these at any time by contacting us.

9.2 Vanguard will process your personal information in accordance with our privacy policy <https://vanguardcleaning.co.uk/privacy-policy> the terms of which are incorporated into this Contract.

10. Limitation of liability

10.1 Vanguard has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover Vanguard has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

10.2 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.3 Nothing in this clause 10 shall limit the Customer's payment obligations under the Contract.

- 10.4 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- a. death or personal injury caused by negligence;
 - b. fraud or fraudulent misrepresentation; and
 - c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.5 Subject to clause 10.4, Vanguard's total liability to the Customer for all loss or damage shall not exceed the amount of the Charges.
- 10.6 Subject to clause 10.3 (No limitation of customer's payment obligations) and clause 10.4 (Liabilities which cannot legally be limited), this clause 10.6 sets out the types of loss that are wholly excluded:
- a. loss of profits.
 - b. loss of sales or business.
 - c. loss of agreements or contracts.
 - d. loss of anticipated savings.
 - e. loss of use or corruption of software, data or information.
 - f. loss of or damage to goodwill; and
 - g. indirect or consequential loss.
- 10.7 Vanguard has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.8 Unless the Customer notifies Vanguard that it intends to make a claim in respect of an event within the notice period, Vanguard shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 7 days from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 10.9 This clause 10 shall survive termination of the Contract.
11. **Duration and termination**
- 11.1 This Contract will commence on the Commencement Date and shall continue for the Term as set out in the Order.
- 11.2 On expiration of the Term, the Contract shall continue thereafter on a yearly basis until 3 months' notice of termination is received from either party in writing prior to the relevant anniversary date.
- 11.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- a. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

- b. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - c. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - d. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.4 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 30 days written notice.
- 11.5 Without affecting any other right or remedy available to it, Vanguard may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 11.6 Without affecting any other right or remedy available to it, Vanguard may suspend the supply of Services under the Contract or any other contract between the Customer and Vanguard if:
- a. the Customer fails to pay any amount due under the Contract on the due date for payment;
 - b. the Customer becomes subject to any of the events listed in clause 11.3(c) or clause 11.3(d), or Vanguard reasonably believes that the Customer is about to become subject to any of them; and
 - c. Vanguard reasonably believes that the Customer is about to become subject to any of the events listed in clause 11.3(b).

12. Consequences of termination

- 12.1 On termination of the Contract:
- a. the Customer shall immediately pay to Vanguard all of Vanguard's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Vanguard shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - b. the Customer shall return all of Vanguard Materials which have not been fully paid for. If the Customer fails to do so, then Vanguard may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 12.2 If for any reason whatsoever the Contract is terminated before the Term, the Company reserves the right to recover from the Customer the full Charges applicable to the Services for the unexpired portion of the Term.
- 12.3 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

12.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

13. **Restrictions on the Customer**

13.1 The Customer must not attempt to procure services that are competitive with the Services from any of Vanguard's directors, employees or consultants, whether as an employee or on a freelance basis, during the period that Vanguard is providing the Services to the Customer and for a period of 12 months following termination of the Contract.

13.1 The Customer shall not, without the prior written consent of Vanguard, at any time during this Contract and for a period of 12 months following its termination, solicit or entice away from Vanguard or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Vanguard in the provision of the Services.

14. **General**

14.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

14.2 **Assignment and other dealings.**

- a. Vanguard may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- b. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Vanguard.

14.3 **Confidentiality.**

- a. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or Vanguard's of the other party, except as permitted by clause 14.3(b).
- b. Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- c. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14.4 **Entire agreement.**

- a. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- b. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- c. Nothing in this clause shall limit or exclude any liability for fraud.

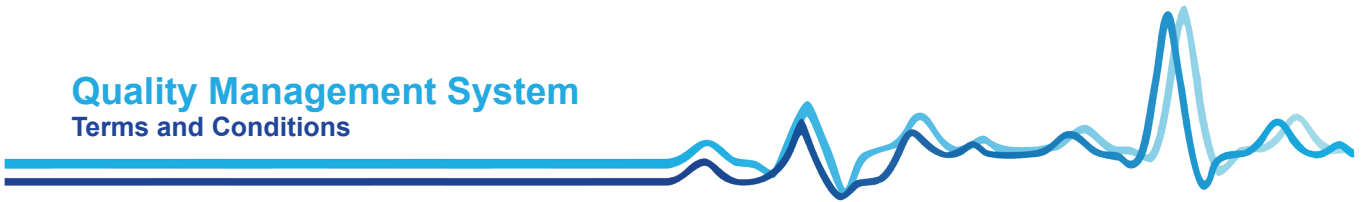
14.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 14.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.8 **Notices.**

- a. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address specified in to the parties.
- b. Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by fax or email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- c. This clause 14.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.



- 14.9 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 14.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 14.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.