

Rapid Commercial Cleaning Services Ltd Terms and Conditions

Purpose

This document sets out the standard terms and conditions for services provided by Rapid Commercial Cleaning Services Ltd (herein referred to as "Rapid" or "Rapid Clean") to the Customer, as named in the Commercial Terms (herein referred to as "the Agreement"). These terms, in conjunction with the Agreement and Cleaning Schedule, form the basis of the contract between Rapid and the Customer.

Terms & Conditions

1. Rapid agrees to provide all equipment, tools and supplies, including chemicals, which are used exclusively by the cleaning operatives for the purpose of delivering the Schedule, unless otherwise requested by the customer. This does not include items necessary for the daily functioning of the site, examples of which include black bags, bin liners, toilet rolls, and soap.
2. Rapid undertakes to secure Public and Product Liability insurance cover, in respect to services referred to in the Schedule, subject to a limit of £10 million for any single claim. Rapid shall be liable for damage to the Customer's property providing there is sufficient evidence to prove such damage to be caused directly by the negligence of its employees, and that details in writing of all damages are sent to Rapid's head office within two working days after the damage is suffered.
3. The Customer will provide, free of charge, all lighting, heating, hot water, and any other facilities which may reasonably be required by Rapid. The Customer will provide, free of charge, suitable and safe accommodation for such equipment and materials as Rapid wishes to leave on the Customer's premises.
4. The Customer undertakes to participate in Rapid's Quality Control procedures.
5. (a) It is the policy of Rapid to give the greatest importance to the health and safety of its employees and considers this duty to be a management responsibility greater than any other function. Every effort must therefore be made by the Customer to comply with all Health and Safety legislation. The Customer will provide Rapid with full information about any hazards to health and safety that may exist and will ensure that Rapid employees are informed thereof, on first arriving at the premises, to ensure that they can carry out their work safely.
5. (b) Rapid is committed to the safeguarding of children. When providing a service to an educational site the Customer agrees to Rapid's Safeguarding Policy. Any variations to this must be requested by the Customer in writing and mutually agreed. In the event that the Customer requests a variation of Rapid's Safeguarding Policy that proves to be commercially unviable for Rapid to operate then, in the absence of any other agreement, Rapid reserves the right to terminate the contract early and claim compensation from the Customer equivalent to the value of three months invoices as per the Pricing Schedule.

Pricing and Invoicing

6. The annual cost of providing the service to the Customer is calculated based on the criteria outlined on the Commercial Terms, including the number of weeks' service per year, number of days a week, and any requirement to work Bank Holidays (excluding Christmas and Boxing Day, which can be provided at an additional cost). Where there is no service required on recognised holidays e.g. public holidays, the annual cost takes this into consideration; there will be no additional credit for these holidays.
7. (a) Irrespective of the number of weeks cleaned in a year, or the days cleaned in each month, Rapid will invoice the Customer for the annual cost in twelve equal monthly instalments in accordance with the Agreement, with adjustments made in the first and final month of service for part months. Standard invoices will be dated the 1st of the month, all invoices are due for payment within 30 days. If payment is not made within 30 days after the due date, Rapid reserves the right to charge statutory interest on the overdue balance. In the event of delayed payment Rapid may suspend service. This will not frustrate the contract and all sums will remain fully payable throughout the period of suspension through to the end of the contract, as if full service was provided.
- 7(b) The Client shall pay all amounts due under the contract in full without any deduction or withholding, except as required by the law. The Client shall not be entitled to assert any credit, set-off or counterclaim against Rapid in order to justify withholding payment of any such amount in whole or in part.
- 7(c) Where the Customer's internal processes require a Purchase Order ("PO") number to be included on an invoice in order for payment to be made, the customer agrees to provide Rapid Clean with a PO Number before the 1st of each month, or to provide a bulk PO number for the duration of the contract, in order for invoices to be raised on the 1st of each month. Failure to provide a PO by the required date may result in an invoice being raised without a PO number and will not be an excuse for non-payment by the Customer.
8. (a) The pricing will remain fixed for a period of 12 months from the date of commencement as per the Agreement. Thereafter the price will be reviewed annually and increases will be applied at a rate no greater than the increase in the relevant rate of Retail Price Index. However, if at any time during the term of the Agreement there is an increase in direct labour costs to Rapid in providing the services, resulting from an application of or variation in national living wage, national insurance or other employment liabilities imposed on Rapid by statute or other Government regulation, then the Agreement price may be increased accordingly with effect from the date of change. Rapid will provide 30 days' notice to the Customer of any such change.
8. (b) In the event of termination of employment for Rapid staff that is outside the control of Rapid e.g. instigated by the Customer due to site closure, changes in requirements, or any Customer request which results in additional costs to Rapid, the Customer accepts liability for such costs. Such costs may include redundancy or notice pay costs for employees.

9. Should there be a need to change the Schedule, the number of days or weeks serviced, or any other factor that impacts directly on the pricing of the Schedule, this will be on the mutual agreement of both parties.

10. If Rapid is prevented by the Customer, its servants, or agents, from entering the site or carrying out its duties, it will be considered as having performed its obligations and the sum due for such period will be payable by the Customer. This shall include any period where the customer has extended the closure of its premises in excess of statutory holidays, examples including, but not limited to, times of refurbishment, annual shut down periods, or closure due to (un)natural disasters.

11. (a) In the event that the Customer's acceptance of this tender does constitute a relevant transfer within the terms of the Transfer of Undertakings (Protection of Employment) regulations 2014 (herein referred to as "TUPE"), where the information provided by the Customer at the point of tender varies to the TUPE data received by Rapid after the contract has been signed, and the actual costs identified in the TUPE data renders the contract no longer viable for Rapid, Rapid reserves the right to return to the customer for further discussions on the pricing of the contract. Where there is no agreement by the customer to increase the contract price Rapid reserves the right to exit the contract immediately. Such costs include, but are not limited to, inflated pension rates, higher hourly rates or hours worked, a higher number of weeks paid than the contract is signed for, and any other enhanced benefits.

11. (b) In the event that, in accordance with TUPE, there exists a Local Government Pension Scheme (herein referred to as "LGPS"), Rapid agrees to undertake the contributions into the scheme in respect of the cleaners who are existing members of the LGPS under a Passthrough Agreement.

11. (c) In the event that, in accordance with TUPE, cleaners are entitled to enhanced benefits that are not included (as mentioned) in the pricing page (examples including, but not limited to, enhanced sick pay, paid leave, double pay), Rapid will invoice the Customer "at cost" for any such costs as they arise.

Performance

12. (a) Rapid will assign a Contracts Manager to the Customer to deal with any day to day issues. In the event the Customer wishes to raise a formal complaint, the Customer shall contact Rapid's Customer Services by emailing customerservices@rapidclean.co.uk for an Improvement Notice to be issued, which must be completed by the Customer and returned to customerservices@rapidclean.co.uk. Under the Improvement Notice Rapid will, within 15 days of receipt of the completed form from the Customer, investigate the complaint, respond to the Customer and rectify any identified issue. There is no provision for credit to the Customer for any performance issues, including any absence of service. Rapid will aim to rectify any issue, if necessary by providing additional resource, at no additional cost to the Customer. If, in the opinion of the Customer, the defect is not satisfactorily rectified under the Improvement Notice and if, in the reasonable opinion of Rapid, the Customer's opinion that the defect has not been satisfactorily rectified is justified, the Customer may request the Agreement to be terminated 30 days from this date.

12. (b) Unless notice of a formal complaint is received by Rapid, as outlined in clause 12(a), it will be assumed for all purposes that the services stipulated in the Schedule have been performed to the satisfaction of the Customer.

12. (c) If the Customer experiences a missed clean the Customer must notify their Contracts Manager within 48 hours, such that appropriate action can be taken to make up the missed service.

Duration / Termination of Contract

13. (a) The duration of the Agreement is for an initial minimum term of 12 months of service. The Agreement may be terminated after the initial minimum term by either party giving to the other at least 3 calendar months' notice i.e. prior to the end of 9 months of completed service. Thereafter, the Agreement will remain in force on a rolling 12-month basis and may be terminated by either party giving to the other 3 calendar months' notice in writing prior to each 12-month anniversary date.

13. (b) In the event the Customer moves from its premises at the location named in the Agreement, within the term of the Agreement, such a move shall not terminate or frustrate the contract and the Customer will remain liable to Rapid for the remaining period as set out in clause 13 (a).

13. (c) Where service is suspended under Clause 7 of the Agreement this does not alter the termination date. If suspension occurs within 3 months prior to the anniversary date, and notice has not been given to terminate the Agreement at the anniversary, the Agreement will roll over 12 months, despite suspension.

13. (d) If the Customer terminates the Agreement without giving the required notice the Customer will be liable to Rapid for loss of income equivalent to the remaining term on the contract to the next 12-month anniversary date, whether or not cleaning services are provided during that period.

13. (e) The Agreement may only be terminated if payment of all invoices is up to date, in accordance with Rapid's credit terms.

14. In the event that the Customer employs any individual (in any capacity), who has been employed by Rapid at any point during the term of the Agreement, either during the term of the Agreement or for a period of 12 months after termination of the contract, Rapid reserves the right to claim compensation from the Customer equivalent to the value of one month's regular invoice as per the Pricing Schedule.