

1. Interpretation

(a) Definition

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 Client for the supply of the Services by Sistematic Cleaning Ltd., as set out in this Agreement.

Conditions: these terms and conditions set out in clause 1 (Interpretation) to clause 17 (General) (inclusive).

Agreement: the contract between the Client and Sistematic Cleaning Ltd. of the supply of the Services in accordance with the Contract Details, these Conditions and any Schedules.

Services: the services, including without limitation any Deliverables, to be provided by Sistematic Cleaning Ltd. pursuant to the Contract, as described in this Agreement.

Effective Date: the day on which Sistematic Cleaning Ltd. is to start provision of the Services, as set out in the Contract Details.

(b) Interpretation

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

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.

A reference to **writing** or **written** includes fax and email.

2. Term and Termination

Initial Contract Term: This Agreement is deemed binding from the Effective Date of the Agreement and once signed by both parties and shall have an initial contract term of 12 months from the Effective Date ("Defined Term"). This Agreement shall continue, unless terminated earlier in accordance with its terms, until either party gives notice to the other not less than 1 month's written notice to terminate.

3. Services

Sistematic Cleaning Ltd. shall supply the Services to the Client from the Effective Date in accordance with the contract. In supplying the Services, Sistematic Cleaning Ltd. agrees to provide regular cleaning services to The Client as further detailed in Schedule 1.

Optional Cleaning Services

The Client has the option to request other cleaning services in addition to the regular cleaning services outlined in this Agreement. Optional cleaning services may include, but are not limited to, tasks such as:

- Deep cleaning
- Exterior window cleaning
- Gutter clearance
- Carpet cleaning
- Upholstery cleaning
- Biohazard cleanups

If the Client wishes to schedule additional cleaning services, they shall submit a written request to Sistematic Cleaning Ltd, at least 14 days in advance of the desired clean date.

The pricing shall be determined based on the scope of work required, and an estimate or quote shall be provided to the Client by Sistematic Cleaning Ltd. upon request.

Sistematic Cleaning Ltd. will make reasonable efforts to accommodate the Client's request at a mutually agreed-upon date and time.

4. Exclusions

- (a) Rubbish and waste disposal does not form part of the regular cleaning services and will incur an additional charge.
- (b) Biohazard cleaning such as mould, fungus, industrial chemicals, sharps, or pests does not form part of the regular cleaning services and will incur an additional charge.
- (c) Electronics: Cleaning and wiping down of T.V's, laptops, computer screens and monitors due to their delicate nature.
- (d) Walls and ceilings: Sistematic Cleaning Ltd. will refrain from wiping down walls, in particular walls which have been painted in a matt finish. This is to avoid paint being wiped off and damage to walls and ceilings. Exceptions are made for specific cases where vinyl paint may have been

used and as a means to removing significant markings, splash marks and fingerprints around light switches.

- (e) Re-clean of any room or area which has already been cleaned by Sistematic Cleaning Ltd. but subsequently soiled by the Client or anyone else under the Clients' control. Any request for re-cleaning under these circumstances will be subject to additional charges.
- (f) We are closed on Christmas Day, Boxing Day, and New Years Day. Alternative days during this period to be agreed.

5. Access to Property

- (a) In order, to enable Sistematic Cleaning Ltd. to undertake the services, the Client agrees to give to Sistematic Cleaning Ltd. a key and/or details of any relevant access codes. If the Client has an alarm and if a code is not provided to Sistematic Cleaning Ltd., it is expected that the alarm will be turned off on the days that the services are to be provided.
- (b) Sistematic Cleaning Ltd. agrees to keep any details of keys and access codes strictly confidential and take all reasonable steps to ensure the security of any physical keys and access codes. Sistematic Cleaning Ltd. accepts no liability of any nature for any losses that may arise from the Client's provision of any key and/or access details and the Client hereby indemnifies Sistematic Cleaning Ltd. in respect of any losses that may be sustained as a result, however caused.
- (c) If Sistematic Cleaning Ltd. is prevented from gaining access to the Client's property to carry out work as arranged, the time lost to Sistematic Cleaning Ltd. shall be considered to be 1 hour per employee involved and Sistematic Cleaning Ltd. reserves the right to invoice the Client accordingly.
- (d) Upon the termination of this Agreement, whether by mutual agreement, or termination notice, the Client will promptly retrieve any keys or access codes provided to Sistematic Cleaning Ltd..
- (e) In the event of loss, damage, or unauthorized use of the keys or access codes provided by the Client, Sistematic Cleaning Ltd. shall promptly notify the Client. The Client will be responsible for any costs associated with replacing or rekeying locks, if necessary.
- (f) Sistematic Cleaning Ltd. shall use the provided keys and access codes exclusively for the purpose of performing cleaning services as specified in this Agreement. Access will only be granted during agreed-upon cleaning times.
- (g) The Client agrees to promptly notify Sistematic Cleaning Ltd. of any changes to access codes or security arrangements related to the premises. Sistematic Cleaning Ltd. shall update its records accordingly.
- (h) Both parties acknowledge that access to the Client's property carries inherent risks. The Client agrees to indemnify and hold Sistematic Cleaning Ltd. harmless for any claims or losses arising from the use of keys or access codes, except in cases of gross negligence or wilful misconduct by Sistematic Cleaning Ltd..
- (i) In the event, that keys are lost by Sistematic Cleaning Ltd. cleaning technicians while in the course of performing cleaning services, Sistematic Cleaning Ltd. shall be responsible for covering the costs associated with key replacement or locksmith fees.
- (j) The liability of Sistematic Cleaning Ltd. for key replacement or locksmith fees shall be limited to a maximum of £125 per location where the loss of keys occurs. Any costs exceeding this limit shall be the responsibility of Sistematic Cleaning Ltd.
- (k) The Client agrees to inform Sistematic Cleaning Ltd. of any incident where an accident, breakage, damage to property has occurred due to the act of the Cleaning Technician within 24 hours of the completed service. Any claims reported later than 24 hours after the scheduled cleaning services will not be considered. If a report of damage is made on a Saturday it must be reported by Monday, 12:00 p.m to be accepted as a valid claim. Sistematic Cleaning Ltd. may require entry to the location of the claim within 24 hours to correct or assess the damage. All incidents must be reported via email to enquiries@sistematiccleaning.co.uk and include photographic evidence of the damage where applicable.
- (l) Upon receiving a complaint, Sistematic Cleaning Ltd. will acknowledge receipt within 48 hours and aim to resolve the issue as swiftly as possible. Clients may be asked to provide additional information, such as photographs or detailed descriptions, to assist in the investigation.

The resolution process may take up to 5 working days, depending on the complexity of the complaint. Sistematic Cleaning Ltd. will communicate the progress and resolution steps to the Client throughout the process.

6. Installations/ Fixtures

Sistematic Cleaning Ltd. shall not be responsible for any damage arising from the faulty and/or improper installation of any items such as shelving, wall units or similar wall fixings. It is the Client's responsibility to ensure the proper installation of such items before the commencement of cleaning services.

All surfaces, including but not limited to marble, granite, and similar materials, are assumed to be sealed and ready to clean without causing damage. Sistematic Cleaning Ltd. shall not be liable for any damage to surfaces that were not properly sealed or prepared for cleaning.

7. Rectification

If the Client has a concern regarding the quality of the service provided, he or she is obliged to immediately raise that concern, and in any event no later than 24 hours of the service being provided. If the concern is justified, Sistematic Cleaning Ltd. will arrange for the re-cleaning or rectification of the area under dispute for no additional charge. The Client will remain liable to pay for hours worked by Sistematic Cleaning Ltd. providing the initial services (other than those hours spent rectifying the concern) and no refund will be offered by Sistematic Cleaning Ltd.

8. Mode of Service

In supplying the Services, Sistematic Cleaning Ltd. shall:

- (a) perform the Services with reasonable care and skill;
- (b) perform the Services in accordance with the service description set out in clause 3; and
- (c) observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Client's premises and have been communicated to Sistematic Cleaning Ltd., provided that Sistematic Cleaning Ltd. shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

9. Staff and Safeguarding

- (a) Staff Status: Sistematic Cleaning Ltd. employs a team of trained and vetted cleaning staff who are dedicated to delivering high-quality cleaning services.
- (b) DBS Checks: All cleaning staff are subject to Disclosure and Barring Service (DBS) checks to ensure suitability for work in environments such as schools and businesses.
- (c) Sistematic Cleaning Ltd. will comply with all applicable health and safety regulations while performing the Services.
- (d) The Client agrees to inform Sistematic Cleaning Ltd. of any potential hazards on the Premises and take all necessary precautions to ensure the safety of Sistematic Cleaning Ltd.'s Cleaning Technicians.
- (e) Working At Height: For the safety of Sistematic Cleaning Ltd.'s Cleaning Technicians, Sistematic Cleaning Ltd. will not perform cleaning tasks above a height of 2.5 metres. Sistematic Cleaning Ltd.'s Cleaning Technicians are provided with foldable large step stools, three tread step ladders (for Deep cleans) and standard extension poles which do cover most eventualities and allow Sistematic Cleaning Ltd.'s Cleaning Technicians to clean within this height range. The Client must not request or expect cleaning to be performed beyond the stated height limitation. Any tasks requiring work above 2.5 metres will not be undertaken due to health and safety constraints.
- (f) Furniture removal: Due to Health & Safety regulations the Cleaning Technician will attempt to only move lightweight furniture, furniture which requires no more than one person. The Client must not request or expect the Cleaning Technicians to clean behind and under corner sofas, wardrobes, chest of draws and appliances which are beyond the stated weight limitation. Sistematic Cleaning Ltd. will of course clean all areas mentioned here within, if the furniture is moved by the Client before the scheduled cleaning visit.

10. Subcontracting and liability

Sistematic Cleaning Ltd. reserves the right to subcontract certain services, such as specialized cleaning tasks (e.g., oven cleaning, carpet cleaning), to trusted third-party contractors. Regardless of subcontracting arrangements, Sistematic Cleaning Ltd. remains the primary contractor and will invoice the Client directly for all services provided. All contractors and third-party providers are vetted and required to adhere to the same standards of quality and professionalism expected from Sistematic Cleaning Ltd.

By engaging Sistematic Cleaning Ltd., the Client agrees that:

- a) Sistematic Cleaning Ltd. assumes full responsibility for the performance of the subcontracted services, including any claims, damages, or disputes arising from these services.
- b) Any issues related to the quality of service, insurance claims, or damages will be managed by Sistematic Cleaning Ltd., and the Client will not be required to pursue the subcontractor directly.
- c) Sistematic Cleaning Ltd. will coordinate with the subcontractor to resolve any concerns on behalf of the Client, ensuring a seamless service

11. Client's Obligations

The Client shall:

- (a) cooperate with Sistematic Cleaning Ltd. in all matters relating to the Services;
- (b) provide, free of charge, all necessary electricity, hot water and other facilities, which may be required to enable Sistematic Cleaning Ltd. to carry out the work. All fragile, breakable and/or high value (whether sentimental or expense) items must be secured or removed before each service is provided by Sistematic Cleaning Ltd. and Sistematic Cleaning Ltd. takes no responsibility for any damage caused to such items.
- (c) provide, for Sistematic Cleaning Ltd., its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by Sistematic Cleaning Ltd.;
- (d) provide, in a timely manner, such information as Sistematic Cleaning Ltd. may reasonably require, and ensure that it is accurate and complete in all material respects; and
- (e) If Sistematic Cleaning Ltd.'s performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Sistematic Cleaning Ltd. shall:
- (f) not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay;
- (g) be entitled to payment of the Charges despite any such prevention or delay; and
- (h) be entitled to recover any additional costs, charges or losses Sistematic Cleaning Ltd. sustains or incurs that arise directly or indirectly from such prevention or delay.
- (i) For the safety and security of both the Client and Sistematic Cleaning Ltd., the Client must disclose the presence of any surveillance cameras or recording devices inside the property or on the premises before the cleaning service begins. Sistematic Cleaning Ltd. reserves the right to request that cameras or recording devices located in areas where cleaning is being conducted are turned off or deactivated during the service. Failure to disclose the presence of such devices may result in the termination of services, and the Client will still be responsible for payment for any completed work.

12. Data Protection and sharing

- a) Sistematic Cleaning Ltd. will collect and process personal data from the Client in accordance with UK data protection laws, including the General Data Protection Regulation (GDPR). Information such as your name, address, email, and telephone number will be collected for our scheduling system, Booking Koala and used for scheduling services, sending reminders, and managing communications related to the cleaning services.
- b) Sistematic Cleaning Ltd. is committed to protecting the privacy of its Clients. The Client's personal data will be used solely for the purposes of providing the Services and may only be shared with third parties with the Client's consent or as required by law. However, in certain

cases, such as non-payment or unresolved invoices, Sistematic Cleaning Ltd. reserves the right to share the Client's personal information, including name, address, telephone number, and email address, with third-party agencies for debt recovery purposes.

- c) By agreeing to these terms, the Client consents to the use of their personal data in this manner, and acknowledges that they may be contacted by the debt recovery agency to settle any outstanding balances. The Client also has the right to review, update, or request deletion of their personal data at any time by contacting Sistematic Cleaning Ltd.

13. Insurance

Sistematic Cleaning Ltd. shall provide the Client with a copy of its' public liability insurance policy upon request. The Client may request this information to verify the coverage held by Sistematic Cleaning Ltd.

14. Excess Payment Responsibility

- a) In the event that a claim is made against Sistematic Cleaning Ltd.'s insurance policy, and such claim results in a deductible or excess payment ("Excess"), the Client acknowledges and agrees that it shall be responsible for reimbursing Sistematic Cleaning Ltd. for the Excess amount, up to a maximum of £250 per claim.
- b) The Client acknowledges that the purpose of this Excess responsibility is to encourage responsible and reasonable claims and to minimize claims for minor or low-value damages.

15. Charges and Payment

- a) In consideration for the provision of the Services, the Client shall pay Sistematic Cleaning Ltd. the Charges in accordance with Schedule 1.
- b) All amounts payable by the Client are subject to VAT at the prevailing rate.
- c) After the expiry of the initial term, Sistematic Cleaning Ltd. may, subject to giving at least 1 months' written notice and no more than once in each 12 month period, increase the Price for the specified Services.
- d) Sistematic Cleaning Ltd. shall submit invoices for the Charges to the Client monthly in arrears, on or after the 1 day of each month. Each invoice shall include all reasonable supporting information required by the Client.
- e) The Client shall pay each invoice due and submitted to it by Sistematic Cleaning Ltd., within 30 days of receipt, to the bank account contained in schedule 1 in as provided by Sistematic Cleaning Ltd.
- f) Payment must be made in full within the specified 30-day period unless otherwise agreed in writing with Sistematic Cleaning Ltd. and the Client.
- g) If the Client fails to make any payment due to Sistematic Cleaning Ltd. under the Contract by the due date for payment, then, without limiting Sistematic Cleaning Ltd.'s remedies under clause 16 (Termination):
- h) The Client 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 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%.
- i) Sistematic Cleaning Ltd. may suspend all Services until payment has been made in full.
- j) All amounts due under the Contract from the Client to Sistematic Cleaning Ltd. shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- k) In the event that assigned cleaning staff are unable to work due to sickness or other unforeseen circumstances, Sistematic Cleaning Ltd. will make reasonable efforts to provide replacement staff. If replacement staff cannot be arranged, the Client will not be charged for the scheduled cleaning services.

16. Photographic Samples

- a) The Client agrees that Sistematic Cleaning Ltd. may, from time to time, take photographs of the completed cleaning work for the purpose of

creating samples and promotional materials. These photographs may be used for marketing, advertising, or portfolio purposes for various social media platforms.

- b) By entering into this Agreement, the Client grants Sistematic Cleaning Ltd. the right to use such photographs without further notice or compensation.
- c) Sistematic Cleaning Ltd. shall take reasonable measures to protect the privacy of the Client and the occupants of the premises in any photographs used for promotional purposes. Sensitive or personal information shall not be disclosed in the photographs.

17. Limitation of Liability

Sistematic Cleaning Ltd. will take reasonable care when cleaning around electronics and other high-value items. However, the Client is responsible for securing or removing such items before cleaning. Sistematic Cleaning Ltd. shall not be liable for any damage to fragile, high-value, or electronic items (such as televisions, computers, or appliances) unless such damage is caused by gross negligence or wilful misconduct on the part of Sistematic Cleaning Ltd. The Client acknowledges that Sistematic Cleaning Ltd. shall not be liable for any damage to items with pre-existing faults or damage, including but not limited to scratches, malfunctions, or operational defects. The Client agrees to inform Sistematic Cleaning Ltd. of any such pre-existing damage before the commencement of cleaning.

In no event shall Sistematic Cleaning Ltd. be liable for any consequential, indirect, special, or punitive damages, or for any loss of profits, business, revenue, or data, even if Sistematic Cleaning Ltd. has been advised of the possibility of such damages.

Notwithstanding the above, this limitation of liability shall not apply to claims arising from gross negligence or wilful misconduct by Sistematic Cleaning Ltd.

18. Termination

Without affecting any other right or remedy available to it, either party to the Contract may terminate it 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 which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after 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), 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.

Without affecting any other right or remedy available to it, Sistematic Cleaning Ltd. may terminate the Contract with immediate effect by giving written notice to the Client if:

- a) the Client fails to pay any amount due under the Contract on the due date for payment; or
- b) there is a change of control of the Client.

On termination of the Contract for whatever reason:

- a) the Client shall immediately pay to Sistematic Cleaning Ltd. all of Sistematic Cleaning Ltd.'s outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Sistematic Cleaning Ltd. may submit an invoice, which shall be payable immediately on receipt;
- b) 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; and
- c) termination of the Contract shall not affect any of the 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.

19. General

a) 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 including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

b) Assignment and Other Dealings

The Client shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without Sistematic Cleaning Ltd.'s prior written consent.

Sistematic Cleaning Ltd. may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

During the period commencing on the Services Start Date and for one year following the end of this Agreement, the Client shall not, without Sistematic Cleaning Ltd.'s prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of Sistematic Cleaning Ltd. or its subcontractors; or (ii) hire, on behalf of the Client or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with Sistematic Cleaning Ltd. or its subcontractors.

c) Confidentiality

Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, Clients, subcontractors or Contractors of the other party or of any member of the group to which the other party belongs, except as permitted by clause 17c.

Each party may disclose the other party's confidential information:

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, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and

as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

d) Variation

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

e) 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.

f) Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 8.7 shall not affect the validity and enforceability of the rest of the Contract.

g) Notices

Any notice given to a party in connection with the Agreement shall be given in writing; by post or e-mail. It is the Client's responsibility to ensure acknowledgment of the notice.

h) 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.

The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

i) 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.

j) 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.

k) Updates to these Terms and Conditions

These Terms and Conditions may be updated from time to time. Any such changes will be communicated to the Client with at least 1 calendar months' notice via email.