


Conditions of Contract		
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1. The engagement of Capital Cleaning Service under this agreement shall continue until determined by not less than three calendar months' notice, if contract value is under one hundred thousand pounds per annum. This increases to six months' notice, if contract value is over one hundred thousand pounds per annum, if given in writing by either party. Where a specific length of contract has been agreed this clause shall not apply.
2. The subscriber if under direction from local authority /government need to close their premises for longer than one calendar month, then it is the subscriber's duty to inform in writing Capital Cleaning Service of this change. This notification from the subscriber will place the current contract on suspension and the current monthly billing will reduce to a 20% 'holding charge invoice', to cover labour retention and other set annualised costs. The subscriber will also need to inform Capital Cleaning Service in writing on when the contract is to resume or for a prolonged closure if the service needs to cancel. When cancelation is directed by the subscriber in writing, then clause 1 of the contract will be invoked by Capital Cleaning Service.
3. Capital Cleaning Service's annual charge shall be invoiced in twelve equal monthly instalments regardless of month length, public holidays or other shutdown periods.
4. Capital Cleaning Service's charges will be rendered during the period covered by the invoice. Our payment methods are twenty-eight days from date of invoice. In the event of the subscriber not effecting payment within these terms Capital Cleaning Service reserves the right to terminate its engagement forthwith by notice in writing to the Subscriber. A termination by Capital Cleaning Service will not prejudice its rights against the Subscriber for failure to pay Capital Cleaning Service's charges.
5. Capital Cleaning Service reserves the right to charge interest on overdue monies at the rate of 8% per annum above the bank base rate and varied from time to time. In addition, if the Customer defaults on payment Capital Cleaning Service reserves the right to place the matter in the hands of their debt recovery agents, without prior warning in writing, and shall be entitled to a full reimbursement of any fees or disbursements paid to the debt recovery agent to aid recovery of monies outstanding to the Company.
6. Capital Cleaning Service shall be entitled to raise charges by such amount as will indemnify Capital Cleaning Service in respect of any increase in the amount payable by Capital Cleaning Service for Value Added Tax, National Insurance Contributions or any other legislation by the Government department made upon Capital Cleaning Service.
7. The liability of Capital Cleaning Service in respect of any one claim or series of claims successfully brought against Capital Cleaning Service in a court of Law and arising from any one incident involving the negligence of itself, its servants or agents or through any defect in its plant or machinery shall be limited to £1,000,000.
8. No claim against Capital Cleaning Service in respects to alleged negligence of Capital Cleaning Service, its servants or agents or through any alleged defect in Capital Cleaning Services plant and machinery or in respect of any other matter shall be enforceable unless notice in writing is received thereof is received by Capital Cleaning Service at its main operating centre within 48 hours after the event giving rise to the claim. Operating Centre – 4 Grange Road, Houstoun Industrial Estate, Livingston EH54 5DE.
9. Capital Cleaning Service shall not be liable for any loss, damage or injury arising from the breakage or disintegration, during cleaning by Capital Cleaning Service's servants or agents of any cracked, defective or broken part of the Subscriber.
10. Capital Cleaning Service reserves the right to make good any damage for which it may be liable under the Agreement in lieu of making payment in respect thereof.
11. Capital Cleaning Service undertakes to be fully insured in respects of Employers Liability.




4 Grange Road, Houstoun Industrial Estate, Livingston EH54 5DE. West Lothian

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12. Capital Cleaning Service shall not be liable for failure to carry out work if prevented from doing so as a result of any trade dispute, strike, lockout or circumstances beyond Capital Cleaning Service's control including governmental restriction on travel or attendance to site.

13. It is a condition of the contract that the Subscriber undertakes that he will not during the period of the Contract or for the period of six months after the termination thereof give to any person or persons employed by Capital Cleaning Service any employment similar to his employment with Capital Cleaning Service.

14. The subscriber shall produce free of charge, all necessary light, hot water and other facilities, which may be, required to enable Capital Cleaning Service to carry out the work. The Subscriber shall provide free of charge, suitable and safe accommodation for such equipment and materials as Capital Cleaning Service deems necessary to leave on the Subscriber's premises.

15. Prior to the agreed starting date the Subscriber shall provide Capital Cleaning Service with two sets of keys allowing access to the premises unless alternative arrangements have been made. Normally the only exception is where the Subscriber has security personnel in the premises during the hours of cleaning.

16. Capital Cleaning Service reserves the right to affect an additional charge in the event of extra work being necessitated by tradesman working or any circumstances out-with the normal routine scheduled for the premises.

17. Any variation in these Conditions can be made only by letter from the main office of Capital Cleaning Service by an authorised manager.

18. The Subscriber's acceptance of Capital Cleaning Service's quotation conditions shall form a contract under Scottish Law.

19. Capital Cleaning Service undertakes to comply with the current Health & Safety at work regulations and indemnifies the Subscriber from any claim arising there from with the exception of any accident or injury from the fabric or fittings of the Subscriber's premises over which Capital Cleaning Service has no control e.g. locked fire doors, faulty electrical wiring etc.



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