



<u>Conditions of Contract</u>		
	Document ref:	CSSG CL02 v.1.0
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1. The engagement of Capital Service Solutions Group Ltd 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 Service Solutions Group Ltd 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 Service Solutions Group Ltd in writing on when the contract is to resume or for a prolonged closure if the service needs to cancel. When cancellation is directed by the subscriber in writing, then clause 1 of the contract will be invoked by Capital Service Solutions Group Ltd
3. Capital Service Solutions Group Ltd annual charge shall be invoiced in twelve equal monthly instalments regardless of month length, public holidays or other shutdown periods.
4. Capital Service Solutions Group Ltd 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 Service Solutions Group Ltd 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 Service Solutions Group Ltd 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 Service Solutions Group Ltd shall be entitled to raise charges by such amount as will indemnify Capital Service Solutions Group Ltd in respect of any increase in the amount payable by Capital Service Solutions Group Ltd for Value Added Tax, National Insurance Contributions or any other legislation by the Government department made upon Capital Service Solutions Group Ltd
7. Any queries relating to issued invoices must be notified no later than 5 working days from the invoice date.
8. The liability of Capital Service Solutions Group Ltd in respect of any one claim or series of claims successfully brought against Capital Service Solutions Group Ltd 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.

Capital Service Solutions Group Ltd
12B Oakbank Park Way, Oakbank Industrial Estate, Livingston, EH53 0TH
Tel: 01506 440333 www.capitalssg.com
VAT 300 8660 88




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9. No claim against Capital Service Solutions Group Ltd in respects to alleged negligence of Capital Service Solutions Group Ltd, its servants or agents or through any alleged defect in Capital Service Solutions Group Ltd plant and machinery or in respect of any other matter shall be enforceable unless notice in writing is received thereof is received by Capital Service Solutions Group Ltd at its main operating centre within 48 hours after the event giving rise to the claim. Operating Centre – 12B Oakbank Park Way, Oakbank Industrial Estate, Livingston, EH53 0TH
10. Capital Service Solutions Group Ltd shall not be liable for any loss, damage or injury arising from the breakage or disintegration, during cleaning by Capital Service Solutions Group Ltd servants or agents of any cracked, defective or broken part of the Subscriber.
11. Capital Service Solutions Group Ltd 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.
12. Capital Service Solutions Group Ltd undertakes to be fully insured in respects of Employers Liability.
13. Capital Service Solutions Group Ltd 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 Service Solutions Group Ltd control including governmental restriction on travel or attendance to site.
14. 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 Service Solutions Group Ltd any employment similar to his employment with Capital Cleaning Service.
15. The subscriber shall produce free of charge, all necessary light, hot water and other facilities, which may be, required to enable Capital Service Solutions Group Ltd to carry out the work. The Subscriber shall provide free of charge, suitable and safe accommodation for such equipment and materials as Capital Service Solutions Group Ltd deems necessary to leave on the Subscriber's premises.
16. Prior to the agreed starting date, the Subscriber shall provide Capital Service Solutions Group Ltd 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.
17. Capital Service Solutions Group Ltd 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.
18. Any variation in these Conditions can be made only by letter from the main office of Capital Service Solutions Group Ltd by an authorised manager.

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19. The Subscriber's acceptance of Capital Service Solutions Group Ltd quotation conditions shall form a contract under Scottish Law.
20. Capital Service Solutions Group Ltd 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.

I have read and accept terms and conditions stated above on behalf of _____

Print Name _____

Signature _____

Position _____

Date _____

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