

# Terms & Conditions of the Business

## 1. Definitions and Interpretation

1.1 **"Facilities Contract"** means the Facilities Contract between the Provider and the Customer for the supply of the Specified Services on the Conditions, formed as described in sub-clause 2 below.

1.2 **"Conditions"** means the terms and conditions set out in the Quotation, this document and any special terms and conditions (if any) agreed in writing between the Provider and the Customer pursuant to sub-clause 2.3 below.

1.3 **"Contract Price"** means (subject to sub-clause 3.4 below) the price stated in the Quotation (including VAT).

1.4 **"Customer"** means any person who contracts with the Provider pursuant to sub-clause 2 below.

1.5 **"Fixed Term"** means the twelve month period commencing on the date on which the Specified Services in relation to a Facilities Contract are first provided to the Customer.

1.6 **"Premises"** means the premises at which the Specified Services are to be provided as specified in the Quotation or if not specified, the Customer's premises at the address appearing in the Quotation.

1.7 **"Quotation"** means the quotation contained in the Provider's proposal to the Customer and setting out the principal terms upon which the Provider is prepared and willing to undertake the Specified Services.

1.8 **"Specified Services"** means those services that are set out in the Quotation and are to be provided by the Provider to the Customer pursuant to the terms of the Facilities Contract.

1.9 **"Provider"** means The Core Facilities Group Limited of Core House, Goodridge Business Park, Gloucester, GL2 5EA has supplied the Quotation to the Customer.

1.10 **"TUPE"** refers to the "Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014".

1.11 In these Conditions "person" shall include the plural as well as a corporation and all pronouns used in relation in the Customer shall include a reference to the plural or either gender, as appropriate. The customer always intends that an individual will be permanently assigned to the contract and maintains the individual's rights of TUPE protection in the event of reassignment to a new provider.

1.12 References to clauses in these Conditions are to clauses in these Conditions and references to sub-clauses are to sub-clauses of the relevant clause.

1.13 "Writing" or "Written" includes e-mail with proof of delivery.

1.14 Any client or third party outgoing contractor that does not disclose any TUPE implications indemnifies The Core Facilities Group Limited from any legal obligations and should TUPE have to be enforced at a later stage any and all costs associated with legal fees and or returning an individual to their employ will be met by the client.

## 2. Conditions Applicable

2.1 These Conditions shall apply to the Facilities Contract to the exclusion of all other terms and conditions not expressly incorporated pursuant to these Conditions. In particular, but without prejudice to the generality of the foregoing, any terms or conditions which the Customer may seek to incorporate when completing and returning the Acceptance Form (or any similar document) are excluded and shall in no circumstances bind the Provider unless agreed in strict conformity to the provisions of Condition 2.3.

2.2 By completing the Acceptance Form and returning it to the Provider, the Customer shall make an offer to purchase the Specified Services pursuant to the Quotation and these Conditions. The Provider's subsequent acknowledgement of the order (in email or by phone) shall be an acceptance of that offer and our terms and conditions.

2.3 Save as follows no agent, employee or servant of the Provider has any authority to vary these Conditions or any terms set

out in the Quotation. If any variations are made, they shall be embodied in letters to be written by and between duly authorised officers of the Provider and the Customer and such variations shall, once so agreed and embodied, be deemed to be incorporated into these Conditions.

## 3. Contract Price and Payment

3.1 The Provider shall invoice the Customer at the Contract Price on a calendar monthly basis and payment shall be due within 28 days of the Customer receiving each invoice.

3.2 All payments shall be made by direct credit into an account nominated by the Provider.

3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at an annual rate of 8% above the base rate from time to time of Lloyds Bank plc. or some other bank that the Provider may nominate and shall accrue at such a rate after as well as before any judgment. The Provider shall include interest on its monthly invoices and the same shall be payable in accordance with sub-clause 3.1 above.

3.4 The Provider shall be entitled to increase the Contract Price from time to time by such amount as will indemnify the Provider in respect of any increase in the amount payable by the Provider because of changes to the National Minimum Wage, National Insurance Contributions, Value Added Tax, any and all costs incurred by the Provider whether direct or indirect and howsoever arising in relation to the Facilities Contract by reason of TUPE or any other levy by any Government Department made upon the Provider.

3.5 The parties agree that the Provider may review and increase the Contract Price from time to time if the Specified Services become unusually time-consuming or difficult for reasons outside the Provider's control. The Provider will give the Customer written notice of any such increase one month before the proposed date of increase. If such increase is not acceptable to the Customer, it may, within one month of such notice being received or deemed to have been received in accordance with Condition 11, terminate the Facilities Contract by giving one month's written notice to the Provider (whether or not within the Fixed Term).

3.6 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Provider on the due date, the Provider may suspend all Specified Services until payment has been made in full of all amounts then due. The provider can also suspend any credit terms after two successive late payments and demand payment upon receipt of invoice. If the provider's standards fall after a period of 30 days of late payment, any termination based on 'standards' would be null and void and would require an additional 30 days compensation to the provider as well as the notice period payment, which is the 50% termination fee.

3.7 Time for payment shall be of the essence of the Facilities Contract.

3.8 All sums payable to the Provider under the Facilities Contract shall become due immediately on its termination, despite any other provision. This Condition 3.9 is without prejudice to any right to claim for interest under the law, or any such right under the Facilities Contract.

3.9 The Provider may, without prejudice to any other rights it may have, set off any liability of the Customer to the Provider against any liability of the Provider to the Customer.

## 4. Provider's Obligations

4.1 The Provider shall use reasonable endeavours to provide the Specified Services at the Premises in accordance with the terms and conditions of the Facilities Contract and provided always that, Bank Holidays, Local Holidays, Saturdays, and Sundays excluded and shall provide adequate staff (including supervision), equipment and facilities materials.

4.2 The Provider shall provide staff to work under the Facilities Contract who are aged 18 or over and are (so far as possible) known to it and in respect of whom character and employment references have been checked to ensure that they are reliable, discreet and honest. The Provider shall if requested provide the Customer with a list of the names of all staff working on the Premises, their duties and all changes of staff.

4.3 The Provider shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Premises and that have been communicated to it under Condition 6.1, provided that it shall not be liable under the Facilities Contract if, as a result of such observation, it is in breach of any of its obligations under the Facilities Contract.

4.4 The Provider shall maintain employer's liability insurance to a maximum amount of £10,000,000.

## **5 Customers Obligations**

5.1 The Customer shall not during the term of the Facilities Contract or within a period of twelve months from the termination of the Facilities Contract, offer or give similar employment to any of the employees of the Provider, nor entice or solicit, nor in any manner be concerned in introducing any of them to the employment of any other person, firm or company whose business is or is likely to be in competition with the business of the Provider.

5.2 The Customer shall supply water, power and adequate and secure space at the Premises for the storage of the Provider's equipment free of charge.

5.3 In the event of the Provider's employees failing to attend the work place, for any reason, the Customer shall inform the Provider as soon as possible.

5.4 To assist the Provider in maintaining its high standards, all desks and ledges shall so far as possible be cleared by the Customer in order to facilitate facilities and to prevent papers and documents being mislaid.

5.5 The Customer shall inform the Provider of all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises.

5.6 If the Provider's performance of its obligations under the Facilities Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Provider shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

5.7 The customer may issue keys, alarm fobs etc. which are to be used by the assigned employee at the customers' property. As per the customer and its own employee terms, should in the rare incidence that any employee of the Core Facilities Group lose or refuse to return keys that are in his/her care, The Core Facilities Group limited will not accept responsibility. The Core Facilities Group limited will work with the customer in assisting in any legal options in returning the property from the said employee or offender.

5.8 The Customer shall be liable to pay to the Provider, on demand, all reasonable costs, charges or losses sustained or incurred by the Provider (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Facilities Contract, subject to the Provider confirming such costs, charges and losses to the Customer in writing.

## **6 Customer's Warranties**

6.1 The Customer warrants that the premises are safe for work and comply with all statutory requirements for the health and safety at work of the Provider's employees. The Provider may refuse to permit its staff to work in the Premises or any part of them if the Provider reasonably considers that they may be exposed to undue risk or danger.

## **7 Termination**

7.1 Subject to sub-clauses 7.2 and 7.3 below, neither party may terminate the Facilities Contract (after the settling in time) at any time unless 1 months' notice in writing shall have been given to the other party such notice not to expire before the expiration any other Fixed Term.

7.2 Where the Customer fails to make one or more payments in accordance with sub-clause 3.1 above, including any sums payable in respect of Additional Services or interest, the Provider shall be entitled to serve a notice on the Customer requiring payment. If all sums due to the Provider are not paid within 14 days of the Customer receiving the notice (inclusive) the Provider shall be entitled to terminate the Facilities Contract forthwith by serving a notice to that effect on the Customer.

7.3 Either party may terminate the Facilities Contract at any time without prior notice if the other:

7.3.1 makes any assignment of its business for the benefit of creditors.

7.3.2 has a receiver, administrative receiver or similar officer appointed of all or part of its property.

7.3.3 becomes bankrupt or goes into liquidation (except with the others consent) for the purpose of amalgamation or reconstruction.

7.4 The Facilities Contract shall be suspended during any period when by reason of a war, riot, strike, trade dispute or other cause beyond the control of either party, the work hereby contracted for is unable to be performed. If the Facilities Contract is suspended for more than 3 calendar months, it may be terminated by either party upon the service of a notice to that effect upon the other (if the requirement no longer exists). If however the requirement still exists, normal notice periods will apply.

7.5 Upon termination of the Facilities Contract however caused all charges outstanding to the Provider prior to and as at such termination shall remain payable.

7.6 Without prejudice to clause 7.5 and additional thereto, upon termination of the Facilities Contract during the Fixed Term (howsoever caused) the Customer shall be required to reimburse the Provider the full cost of any equipment acquired specifically for the purpose of carrying out the obligations under the Facilities Contract.

7.7 The Customer and Provider agree that the services provided are outsourced and are there to assist the customer in reducing the extra burden and costs associated with the service. Some of which, but not limited to are: payroll, holiday, recruitment, training, insurance, equipment and PPE.

7.8 It is commonplace and agreed that the Customer has brought in the Provider as the Customer themselves have experienced many issues that can arise with in-house recruitment. The provider must be given the opportunity to rectify any issues that arise from a contract. To lose a contract, when for example an operative may be the issue, does not solve the problem and in fact TUPE will allow this problem to be inherited to the new incoming provider.

7.9 The Core Facilities Group deem that when issues arise, that a minimum of three opportunities are given per employee within a 12-month period, to rectify issues raised on any said employee. Before the Customer can cancel the contract prematurely on personal objections, the customer must give the Provider every opportunity outlined in the latter. If not, the Provider will charge a cancellation fee of 30 days proportionate to the existing charges.

7.10 If the Customer decides to take out an alternative quotation which appears to be cheaper on a 'like-for-like' basis, the Provider must be allowed the opportunity to match a proven quotation. Failure to do this, would breach this contract and a cancellation fee of 30 days proportionate to the existing charges will apply.

7.11 All cancellations can only be accepted in writing.

## **8 Additional Services**

8.1 The Provider shall be under no obligation to provide any services in addition to the Specified Services ("Additional Services") during the term of the Facilities Contract but may agree to do so. All such agreements shall be in writing and will be subject to these conditions. The price of Additional Services will be negotiated at the time those services are requested.

## **9 Exclusion of Liability**

9.1 The Customer acknowledges that, entering into the Facilities Contract, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in these Conditions or the Quotation or any written variation thereto in accordance with Condition 2.3.

9.2 The Provider excludes its liability whether in Contract, Tort, Negligence, or otherwise for any losses flowing from damage to the Customer's property caused by the acts or omissions of the Provider, its employees, agents or servants, written particulars of which are not received by the Provider within 14 days of the damage having occurred.

9.3 The Customer shall not have the right to terminate the Facilities Contract or treat it as having been repudiated in respect of any breach of condition or fundamental term (whether express or implied) and the Customer's sole remedy for such breach shall be in damages.

## **10 Invoices & Notices**

10.1 Invoices & Notices served under the Facilities Contract shall be in writing and may be served by email or by first/second class post and shall occur at the time of actual service. Service or delivery of notices or invoices by first/second class post shall be deemed to have occurred the third day after posting, notwithstanding that actual delivery or service may not have taken place on this date/ at all. All time limits prescribed in these conditions shall run from and including the date of actual service in the case of email and the deemed date of service in the case of first/second class post.

10.2 Some contracts (after a settling in time) with the Core Facilities Group Limited are rolling contracts which require a month's notice with the exception of:

10.3 The contract does not roll on a monthly basis should the client hire the provider for services as a cost comparison exercise with the sole reason to return services in house. Should this eventuality occur the contract will require a minimum of six months' notice.

10.4 The 'settling in' time is a period of contracted time where the provider has the opportunity to get familiarised with the client and their needs and can vary in length dependent upon the size and value of the agreement. The minimum 'settling in' time is 6 months and the maximum is 3 years. This is established based upon the monthly value of the contract, as illustrated below:

£0.00 - £500.00 PCM	=	6 months
£500.00 - £1,000.00 PCM	=	9 months
£1,000.00 - £1,500.00 PCM	=	12 months
£1,500.00 - £2,000.00 PCM	=	18 months
£2,000.00 - £3,000.00 PCM	=	24 months
£3,000.00 + PCM	=	36 months

These amounts do not include VAT.

10.5 After the settling in period has expired, the contract will roll on a monthly basis. However, the contract does not roll on a monthly basis should the client decide to bring the services in house and not to a third party. As this point, a further six months' notice would be required.

10.6 Should the contract wish to be terminated immediately without the correct 'settling in' time notice period then a fee payable of 50% of the 'settling in' period left or a month's termination fee (whichever is greater) on the notice period would be required.

## **11 Proper Law of Contract**

11.1 The Facilities Contract is subject to the Law of England and Wales.