

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-clauses 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 period commencing on the date on which the Specified Services in relation to a Facilities Contract are first provided to the Customer as agreed via email or official proposals.

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. **Invoices**

2.1 The Core Facilities Group Limited reserve the right to utilise Invoice Financing schemes such as factoring or Discounting in order to assist with cash flow investment and growth.

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, or financial constraints that effect all nationally.

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, after such notice being received or deemed to have been received in accordance with Condition 11, terminate the Facilities Contract by giving the correct written notice to the Provider (whether or not within the Fixed Term).

3.6 The Core Facilities Group limited offers an immediate line of credit in respect to the creditworthiness of an individual client. We may review this from time to time and can request payment upon receipt of invoice should it be deemed necessary. 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 seen as null and void and any termination would still require any 'settling in period' remaining and the standard six-month notice period.

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 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. The Provider indemnifies itself of any undisclosed information by the assigned employee.

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 5.1, 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.

4.5 The Core Facilities Group Limited will ensure that security officers are SIA Licensed and removes any liability from the customer in respect of being licensed. The Core Facilities Group Limited ensures that staff have the correct clearance (usually DBS) when carrying out hygiene or cleaning services in certain settings. Schools are required to ensure that anyone who works on their site satisfies OFSTED in relation to the protection of children. An enhanced DBS carried out by our company for this role will ensure that this record is up to date. Alternatively, a current in-date enhanced DBS carried over from a previous employer will be deemed acceptable if it is accompanied with a children's barred list check. This is a same day service which meets all of OFSTEDS requirement's. The Core Facilities Group Limited removes all liability from the customer in respect to this setting.

4.6 The provider shall use all reasonable endeavours to provide cover should an employee who is assigned and contracted to work does not turn up. If the provider has not been informed by the employee or the client it may delay, take time or not be possible to put in cover and therefore you will not be charged for any missed services.

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, (we require in this instance two sets) 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 instance that any employee of the Core Facilities Group lose or refuse to return keys that are in their 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.

5.9 The Customer will be sent proposals which will be outlined by either email or by a pdf (or similar) document for a signature. If the authority to go ahead is sent via email or the proposals are unsigned upon commencement of the contract, you are by allowing the service to go ahead agreeing to be bound by our terms and conditions.

5.10 The Core Facilities Group Limited reserves the right to not share clearance information or license information with a third party or customer if the employee does not wish this, as per GDPR guidelines. The Core Facilities Group Limited works in regulated industries and carries out internal checks which the customer is bound to accept. The Customer is paying the provider to provide assigned employees and will not interfere in this process.

5.11 The employee who is assigned at the customer's premises is contracted and duty bound to inform the provider should they not attend. Should they not inform us the customer accepts and agrees to inform the provider of non-attendance. The provider will then attempt to provide cover. The Customer understands that the provider cannot monitor staff outside of a work setting.

5.12 The Customer accepts and agrees that the expectation of service has to mirror the current climate of employment on a national basis. The customer understands that no company can afford to have individuals sat waiting to work and so constant cover is being recruited and the contract is to pay for our best efforts and the customer accepts we cannot guarantee cover if it is not available and this should not hinder the contract in anyway.

5.13 The Customer accepts that the proposals agreed are based on a certain amount of hours provided. Should the customer request that the hours are reduced at a later stage, we reserve the right to charge a reduction of hours' fee of £1,000 or 5% of the annual charge based upon the proposals (whichever is greater) and we will add this to the next invoice. We cannot guarantee any cover due to illness and holiday should a reduction in hours be agreed.

5.14 Should the contract be terminated due to a sale of business to another company, there are no guarantees of continuation of service. We therefore require a new contract signed by the incoming company, which should be facilitated and requested by the outgoing company. Failure to provide this would result in any remaining period of the settling in period being activated and the full termination fee of the remaining settling in period by the outgoing company would be required, which could be incorporated within the sale.

5.15 In the event of any issues or allegations between an assigned employee and the customer requires full cooperation from all parties. The provider at no point will either party defame the other, but must be allowed to pass on all concerns and information and any allegations that the assigned employee makes. Should more than three separate incidents occur with separate allegations made by separate individuals, clearly showing a pattern of misconduct by the customer we reserve the right to terminate the contract and enact a termination fee of no less than six months.

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 Divisibility clause

We refer to all goods to be supplied by us from time to time. We hereby confirm that each delivery of services made to you shall be divisible and:

- (i) shall be deemed to arise from a separate contract, and
- (ii) shall be invoiced separately and shall be payable to the Company in full without deduction or set off in accordance with the terms of payment.

8 Termination

8.1 The provider may terminate the Facilities Contract at any time. Customers must give a period of notice of 6 months, which must be in writing. Failure to give the correct notice will involve full charges.

8.2 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.

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

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

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

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

8.4 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 as will TUPE.

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

8.6 Without prejudice to clause 8.5 and additional thereto, upon termination of the Facilities Contract during the Fixed Term (however 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.

8.7 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.

8.8 It is commonplace and agreed that the Customer has brought in the Provider as the Customer them self has 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. The customer may inherit assigned employees who are off on long term sick and may not be fully aware of the liabilities that they will inherit. If the client cancels the contract due to the operative being the issue without allowing the provider to carry out all due diligence in respect of the employee's statutory employment rights in this instance, we will require a minimum of six months notice or a six-month termination fee, irrespective and in addition to settling in periods. All cancellations/terminations can only be accepted in writing.

8.9 After all settling in periods have surpassed, The Core Facilities Group deem that when issues arise, that a minimum of three opportunities are given per individual assigned employee within a 12-month period, to rectify issues raised on any said employee. Before the Customer can cancel the contract prematurely the customer must give the Provider every opportunity outlined in the latter failure to do this would breach this contract and would require a minimum of six months notice or a six-month termination fee, irrespective of settling in periods. All cancellations/terminations can only be accepted in writing.

8.10 The Core Facilities Group Limited will not accept any issue that has not been raised within 72 hours. Any issue raised after this period will not be accepted within the minimum of three opportunities clause in clause 8.9.

8.11 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 the contract and this will require a minimum of six months notice or a six-month termination fee, irrespective of settling in periods. All cancellations/terminations can only be accepted in writing.

8.12 Should any person of authority wish to terminate or alter any clauses within this document, it is agreed that as long as 'mutually' agreed and in writing, any further or additional agreement by a representative of authority within each company will take precedent in every situation and deem this document void.

9 Additional Services

9.1 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.

10 Exclusion of Liability

10.1 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.

10.2 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 72 hours of the damage having occurred.

10.3 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.

11 Invoices & Notices

11.1 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. Any notice must be instructed by the owner or a managing director of the business in order to be deemed acceptable as the service is a business to business contractual agreement. 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.

11.2 Some contracts (after a settling in time) with the Core Facilities Group Limited are rolling contracts which require six months' notice with the exception of clauses of the latter and or breaches to terms.

11.3 The contract does not roll on a six monthly basis. Should the client hire the provider and shortly after bring the services in house (a common reason is to use a third party provider like ourselves in order to garner a cost comparison and once obtained terminate the provider despite the costly investment and time that has been put into setting it up), the contract will require a minimum

of six months' notice or a six-month termination fee, irrespective of settling in periods. In the respect of TUPE as highlighted in 1.10 the customer is bound by law when an employee is assigned to a site. If the customer denies that TUPE exists and has not assigned a third party, by default this will be a return to services in house and this will require a minimum of six months' notice or a six-month termination fee, irrespective of settling in periods.

11.4 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 48 months. This is established based upon the monthly value (size) 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	-	£5,000.00 PCM	=	36 months
£5,000.00 + PLUS PCM			=	48 months

These amounts are inclusive of VAT.

11.5 Should the contract wish to be terminated immediately without the correct contracted 'settling in' time having surpassed then a fee payable of 50% of the 'settling in' period left would become the termination fee and the remaining six-month notice period would also be required.

11.6 Termination fees can be in addition to other clauses where notice is required.

11.7 Should notice not be exercised by the customer, The Core Facilities Group Limited reserves the right to charge the full amount of the notice.

12 Proper Law of Contract

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

This copy of these terms and conditions are updated and valid.

Our copy of our terms must be downloaded and kept on file to be deemed as valid, otherwise our current updated terms will always take precedent and be enforceable. By commencing with our services, you have read and agreed to these terms of business. We remind you of our terms in our email signatures and also on every single invoice we send out and they are freely available for all to see on our website www.corefacilitiesgroup.co.uk.

