TERMS AND CONDITIONS OF SERVICE

These Terms apply to the provision of contract cleaning, security services and facilities support services supplied by Citrus.

1. DEFINITIONS

Company is Citrus

Client The organisation or individual receiving services from Citrus.

Services Contract cleaning services, security services, facilities services and related support services.

Premises The site where services are delivered.

Commencement Date The date services begin at the Client premises.

Minimum Term The initial contract period of twelve (12) months.

2. CONTRACT TERM

2.1 The Agreement shall run for a minimum fixed term of twelve (12) months from the Commencement Date.

2.2 After the Minimum Term the contract shall continue a rolling three month basis unless terminated by either party giving 90 days written notice.

2.3 Prior to commencement of services the Client shall be provided with a copy of these Terms and Conditions which is found on better proposals, the bottom of our email and attached to invoices

2.4 Commencement of services or acceptance of a written quotation referencing these Terms shall constitute acceptance of this Agreement.

3. SERVICES PROVIDED

3.1 Citrus may provide the following services:

- Contract cleaning services
- Security services
- Facilities support services
- Specialist cleaning services
- Mobile cleaning teams.

3.2 Citrus may carry out regular quality inspections and service audits to maintain standards.

3.3 All staff remain employees or contractors of Citrus and operate under Citrus supervision.

4. MOBILISATION

4.1 Prior to commencement of services Citrus may undertake mobilisation activities including:

- site surveys
- risk assessments
- recruitment or allocation of staff
- staff training
- equipment and uniform supply.

4.2 These activities require management time and financial investment by Citrus.

4.3 If the Client terminates the Agreement within the first six months, Citrus may recover reasonable mobilisation costs including recruitment, training, uniforms and administration.

5. PAYMENT TERMS

5.1 Invoices are payable within 30 days of issue.

5.2 Payment must be made by bank transfer (BACS) unless otherwise agreed.

5.3 Clients must not make payments directly to any Citrus employee.

5.4 Citrus reserves the right to charge interest on overdue payments at 2% above the Bank of England base rate.

5.5 Citrus may recover reasonable debt recovery costs.

5.6 Citrus reserves the right to suspend services where payment remains outstanding.

6. PRICE ADJUSTMENTS

6.1 Citrus reserves the right to review service charges annually

6.2 Adjustments may occur due to:

- inflation
- operational cost increases

• statutory wage increases
• legislative changes.

7. CHANGE IN LAW AND WAGE ADJUSTMENTS

7.1 Cleaning and security services are labour intensive services where staff wages represent a significant portion of contract costs.

7.2 Where statutory employment costs increase, Citrus reserves the right to adjust contract pricing accordingly.

These may include increases relating to:

• National Minimum Wage
• National Living Wage
• employer National Insurance contributions
• pension contributions
• statutory holiday pay.

7.3 Citrus will provide reasonable written notice of any adjustment.

7.4 Adjustments resulting from statutory changes shall not constitute grounds for termination.

8. CLIENT OBLIGATIONS

8.1 The Client must provide safe and unrestricted access to the premises.

8.2 Keys, alarm codes or access fobs must be supplied where required.

8.3 If Citrus cannot gain access due to restricted access or faulty locks, locked and bolted doors or restricted access the scheduled service charge may still apply.

8.4 Changes to cleaning schedules must be communicated with at least 24 hours notice.

9. SERVICE INSPECTIONS AND COMPLAINTS

9.1 The Client must inspect services promptly.

9.2 Any concerns must be reported within 24 hours.

9.3 Citrus will investigate complaints and take reasonable steps to remedy service issues.

9.4 Where appropriate Citrus may re-clean affected areas.

10. SERVICE LEVEL AGREEMENT (SLA)

10.1 Citrus aims to deliver services in accordance with agreed standards.

10.2 Performance may be monitored through:

- inspections
- client feedback
- quality audits
- response times.

10.3 If any concerns are raised regarding the standard of service provided, Citrus will review the matter and, where appropriate, implement a corrective action plan.

As service quality assessments can be subjective, Citrus does not offer refunds, credits, or fee reductions in relation to service quality complaints. Any goodwill gesture or commercial adjustment will remain at the discretion of the Operations Director.

11. OUR MOBILE TEAM

11.1 Customers who opt into using our mobile cleaning team, acknowledge and agree that any cover provided is subject to a minimum charge equivalent to two (2) hours of work, regardless of the actual time spent completing the clean.

12. INSURANCE

11.1 Citrus maintains Public Liability Insurance of £10,000,000.

11.2 Claims for damage must be reported within 24 hours of the service visit.

13. LIMITATION OF LIABILITY

12.1 Citrus shall not be liable for indirect or consequential losses including loss of profits or revenue.

12.2 Citrus total liability shall not exceed the greater of £50,000 or the value of three months service charges.

14. SECURITY SERVICES COMPLIANCE

13.1 Security personnel provided by Citrus will hold valid licences issued by the Security Industry Authority where required.

13.2 Services will comply with the Private Security Industry Act 2001.

15. FORCE MAJEURE

Citrus shall not be liable for delays caused by circumstances outside reasonable control including severe weather, fire, flood, transport disruption or power outages.

16. STAFF NON-SOLICITATION

15.1 The Client shall not employ or engage any Citrus employee during the contract or within 12 months following termination.

15.2 Breach of this clause will result in a recruitment fee equal to 20% of the employee's annual salary.

17. SERVICE CONCERNS AND RECTIFICATION PERIOD

16.1 The Client may not terminate the Agreement due to service dissatisfaction without allowing Citrus a reasonable opportunity to remedy the issue.

16.2 A written complaint must be submitted.

16.3 Citrus shall be given a rectification period of up to 60 days to address the issue.

18. MATTERS OUTSIDE COMPANY CONTROL

Citrus shall not accept termination due to isolated actions of individual staff members acting without the knowledge or authorisation of the Company.

Citrus will investigate and implement corrective action where appropriate.

19. EARLY TERMINATION

18.1 The Client agrees to honour the Minimum Term of the Agreement.

18.2 If the Client terminates early without lawful cause, the Client shall pay the greater of:

- three months service charges
- the contractual notice period
- reasonable mobilisation costs incurred.

18.3 These payments represent a reasonable estimate of the losses incurred by Citrus.

20. CONTRACTOR REPLACEMENT

If the Client appoints another cleaning or security contractor before the Minimum Term expires, the early termination provisions outlined in Clause 18 shall apply.

21. EXIT MANAGEMENT

Where services are terminated Citrus may charge a reasonable Exit Management Fee reflecting administrative and operational costs involved in demobilisation of the contract.

22. TERMINATION BY CITRUS

Citrus may terminate immediately if:

- invoices remain unpaid
- the Client becomes insolvent
- the Client prevents service delivery

23. GOVERNING LAW

This Agreement shall be governed by the laws of England and Wales.

24. ACCEPTANCE

The Client confirms that they have read and accepted these Terms and Conditions before services commence.