

## TERMS OF SERVICE FOR SUPPLY CLEANING LABOUR

### 1.0 DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

<b>“Assignment”</b>	means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Cleaning Agency to work temporarily for and under the management of Cleaning Agency;
<b>“Assignment Details Form”</b>	means written confirmation of the assignment details agreed with the Hirer prior to commencement of the Assignment;
<b>“AWR”</b>	means the Agency Workers Regulations 2010
<b>“AWR Claim”</b>	means any complaint or claim to a tribunal or court made by or on behalf of the Agency Worker against the Hirer and/or the Employment Business for any breach of the AWR;
<b>“Calendar Week”</b>	means any period of seven days starting with the same day as the first day of the First Assignment;
<b>“Charges”</b>	means the cleaning agency’s charges calculated in accordance with clause 6 and as may be varied from time to time in accordance with these Terms;
<b>“Comparable Employee”</b>	means as defined in Schedule 1 to these Terms;
<b>“Conduct Regulations”</b>	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003
<b>“Confidential Information”</b>	means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, knowhow, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by

a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;

**“Control”**

means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;

**“Data Protection Laws”**

means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;

**“Employment Business  
Cleaning Agency”**

Citrus FM Limited (registered company no. 12358489), 12 Victory Business Centre, Somers Road North, Portsmouth, Hampshire, United Kingdom, PO1 1PJ

**“Engagement”**

means the engagement (including the Agency Worker’s acceptance of the Hirer’s offer), employment or use of the Agency Worker by the Hirer or by any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; or through a limited company of which the Agency Worker is an officer, employee or other representative; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;

**“First Assignment”**

means:

- (a) the relevant Assignment; or
- (b) if, prior to the relevant Assignment:
  - (i) the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and
  - (ii) the relevant Qualifying Period commenced in any such assignment,

that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);

**“Hirer”**

means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is Introduced;

**“Hirer's Group”**

means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

**“Introduction”**

means (i) the passing to the Hirer of a curriculum vitae or information which identifies the Agency Worker; or (ii) the Hirer's interview of the Agency Worker (in person or by telephone or by any other means), following the Hirer's instruction to the Employment Business to supply a temporary worker; or (iii) the supply of the Agency Worker; and, in any case, which leads to an Engagement of the temporary worker or the Agency Worker; and “Introduced” and “Introducing” shall be construed accordingly;

**“Losses”**

means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;

**“Period of Extended Hire”**

means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;

**“Remuneration”** includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Agency Worker for services provided to or on behalf of the Hirer or any third party.

**“Temporary Work Agency”** means as defined in Schedule 1 to these Terms;

**“Terms”** means these terms of business (including the attached schedules) together with any applicable Assignment Details Form;

**“Transfer Fee”** means the fee payable in accordance with clause 8 of these Terms and Regulation 10 of the Conduct Regulations;

**“Vulnerable Person”** means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen; and

**“WTR”** means the Working Time Regulations 1998.

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

**“Worker”**

means the individual who is Introduced by the Cleaning agency to provide services to the Hirer;

**1. STAFF LABOUR PROVIDED BY: Citrus FM Ltd**

- 1.1 We will provide you with a cleaning Labour, equipment and all materials.
- 1.2 A contract is regarded as sealed once we engage in regular cleaning, not including the first visit to quote
- 1.3 Our company will carry out quality checks to monitor our cleaning team’s performance to ensure an acceptable standard.
- 1.4 The cleaning teams are all employed by the cleaning agency and are contracted to undertake cleaning on behalf of the company.

**2. PAYMENT**

- 2.1 You agree to make payments to the company on a 7 days after receipt of our invoice which is issued the day after the clean has taken place.
- 2.2 Payment methods for the charges of the company is by BACS or Bank Transfer.
- 2.3 You are not allowed to pay the cleaner directly.
- 2.4 The minimum fixed term for the agreement for contract cleaning is 90 days with at least 30 days written notice to terminate the agreement. After the first 90 days the contract is the rolling 30 day terms
- 2.5 Cancellation or change of for the cleaning should be done only through the company and not directly with the cleaners. Such changes are to be done 24 hours prior to our visit, otherwise you will still be required to pay the full amount for the scheduled visit.
- 2.6 In the event of the agreement being terminated, a statement will be provided with final charges due including any adjustments. Final payment and adjustments are required to be received within 7 days of the date of contract termination, or within 30 days of the last visit whichever occurs first, before the contract can be terminated. If you serve termination of contract and want the staff and equipment to be removed with immediate effect then we will charge you the full 30 days’ notice to be paid in full.
- 2.7 If your payments are not received on time a surcharge of 2 percent above the Bank of England base rate will be applied and thereafter per month or part month for the whole term of the delay. Should we be required to pursue payments for services rendered, we will request payment for expenses in collecting the initial payment as well as any additional fees incurred by us during the collection process.
- 2.8 The price will increase at the start of each financial year in line with inflation referenced by the most recent retail price index and any increase of the basic minimum wage

- 2.9 Citrus FM Ltd shall be entitled to terminate the contract forthwith if payment is not made, if the client goes into liquidation and defaults on any voluntary arrangement, the client is subject to an administration order that is not adhered to, or the client fails to pay sums due to Citrus in accordance with these terms and conditions. Where a client is a limited company or PLC the directors of the client will guarantee (if more than one, jointly) that any payments due to Citrus are the personal responsibility of the director/s in addition to the client.

### 3. **THE CLIENT'S OBLIGATIONS**

- 3.1 You will be responsible for providing Citrus or their representative cleaning team, unrestricted access to your site during cleaning times, and give any special instructions regarding unavoidable restrictions.
- 3.2 You will be responsible for the correct and punctual payment of all invoices at the agreed rates and to provide Citrus with details of your accounts department, thus preventing any delay in payment.
- 3.3 There may be times when the weather is inclement, this may affect the attendance of service if we are unable to get to the site. You will not be charged for this
- 3.4 A period of 24 hours' notice to citrus head office is required to notify of any changes in hours or days to our contracted clean, this includes all bank holidays, such as Christmas and New Year. Our office is open 24/7 on 02393600003
- 3.5 The client agrees to inspect the work immediately after it is completed and immediately inform the cleaners of any further work that is required that falls within the contract. If the client still feels that the work has not been carried out or is sub-standard you agree to inform the operations team on 02393600003 or [helpdesk@citrus-services.co.uk](mailto:helpdesk@citrus-services.co.uk) within 24 hours.
- 3.6 If keys are provided, they must open the lock without any special effort or skills. If we cannot gain access to your property because of a faulty lock, a charge for that visit will still apply. We require 2 sets of keys & fobs for your site. One will be assigned to the cleaner and the other will be logged in the office for use of the response team and for emergency's
- 3.7 If cleaners need to collect keys from a third party's address outside the postal code of the premises to be cleaned a £20.00 + vat charge may apply.
- 3.8 The client understands that the price he/she has been quoted is for cleaning as agreed at the time of signing the contract. Any additional cleaning such as a deep clean of carpets will be quoted separately. We will estimate the cleaning time of any additional service, but some flexibility may be required.
- 3.9 The client accepts and understands that poor service, breakage or damage must be reported immediately to us via [helpdesk@citrus-services.co.uk](mailto:helpdesk@citrus-services.co.uk) within 24 hours of noticing the issue. We withhold the right to make deductions for poor service, breakage or damage unless agreed by a director in writing.
- 3.10 If the client is not completely satisfied, we will re-clean any areas or items to the client's satisfaction. This is subject to immediate notification to our help desk team as stated in 3.9

#### 4. **OBLIGATIONS OF CITRUS**

- 4.1 Should you cancel a clean immediately prior to the arrival of our cleaning team a £25 cancellation fee will apply as well as the contracted charge for that days clean.
- 4.2 Citrus will not be liable for any delay or cancellation of the service caused by circumstances beyond our control (including, but not limited to: fire; flood; strike; exceptional traffic delays; lack of adequate power or breakage/failure of machinery or apparatus). In such cases we will try to arrange a re-visit at a mutually convenient time. Where Citrus is unable to perform its duties and attend a cleaning visit, our liability shall be limited to providing the agreed service at no additional charge at an alternative time mutually agreed between our client and ourselves.

#### 5. **INSURANCE**

- 5.1 Citrus have an insurance policy which includes public liability cover providing for a maximum of £10,000,000 in the event of damage to a client's property providing that this damage is caused by negligence or omission of the cleaner. The policy does not cover acts of intentional damage.
- 5.2 The insurance policy will only cover damage to property if the extent of the damage is in excess of £250. For damages below this amount, claims will be processed by us and paid directly by the Citrus Facilities Services Group Limited.
- 5.3 Compensation under our insurance can only be claimed providing there is no default in payment by the client as per our terms and conditions of this agreement.
- 5.4 We will not accept any damage claims if the client has not reported immediately after our clean/visit. Claims made at a later stage will not be accepted by Citrus Facilities Services Grp Limited or the individual cleaner. Upon the termination of the contract, damage claims are only accepted for the last visit and only if they are made before the cleaner leaves the premises.

#### 6. **EXCLUSION OF LIABILITY**

Citrus will not accept liability for any business loss, any loss of contracts or business opportunity, loss of revenue, loss of profits or loss of anticipated savings in expenditure on behalf of supplying labour.

#### 7. **TERMINATION**

- 7.1 Citrus can terminate this agreement by giving a period of 30 days' notice, notably, but not wholly due, to clause 2.7.
- 7.2 The client agrees that after the termination of supply of cleaning labour he/she will not hire or use any cleaning services provided by a present or past cleaner who previously worked for Citrus Ltd for a period of 12 months in the same job or role.
- 7.3 Should the client cancel the contract by requesting that cleaners do not attend the site without giving the contracted 30 days' notice period, the company will pursue

payment for the full notice period. Failure to provide this notice will result in the full 30 days notice to be charged.

## **8. Transfer Fees**

8.1. The client (hirer) shall be liable to pay a Transfer Fee if the Hirer Engages an Agency Worker Introduced by the Employment Business other than via the Employment Business or Introduces the Agency Worker to a third party and such Introduction results in an Engagement of the Agency Worker by the third party other than via the Employment Business, or instructs or allows the Consultancy or Consultancy Staff to perform work on behalf of a third party which results in an Engagement of the Consultancy or Consultancy Staff by the third party other than via the Employment Business and:

8.1.1. where the Agency Worker has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the Relevant Period; or

8.1.2. where the Agency Worker has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Hirer.

The Transfer Fee will be calculated in accordance with Schedule 2.

8.2. If the Hirer wishes to Engage the Agency Worker other than via the Employment Business without liability to pay a Transfer Fee, the Hirer may, on giving one week's written notice to the Employment Business, engage the Agency Worker for the Period of Extended Hire specified in Schedule 2.

8.3. During such Period of Extended Hire the Employment Business shall supply the Agency Worker on the same terms on which s/he has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the Employment Business received the notice in clause 8.2; and the Hirer shall continue to pay the Charges set out in clause 6. If the Employment Business is unable to supply the Agency Worker for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Hirer does not wish to hire the Agency Worker on the same terms as the Assignment; but the Agency Worker is Engaged by the Hirer, the Hirer shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Hirer during any part of the Period of Extended Hire worked by the Agency Worker before being Engaged by the Hirer. If the Hirer fails to give notice of its intention to Engage the Agency Worker other than via the Employment Business before such Engagement commences, the parties agree that the Transfer Fee shall be due in full.



8.4. Where prior to the commencement of the Hirer's Engagement other than via the

Employment Business the Employment Business and the Hirer agree that such

Engagement will be on the basis of a fixed term of less than 12 months, the Employment Business may, in its absolute discretion, reduce the Transfer Fee as calculated in accordance with Schedule 2 pro-rata. Such reduction is subject to the Hirer Engaging the Agency Worker for the agreed fixed term. Should the Hirer extend the Agency Worker's Engagement or re-Engage the Agency Worker within 12 months from the commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the Transfer Fee.

8.5. The Employment Business will not refund the Transfer Fee in the event that the Engagement of the Agency Worker other than via the Employment Business by the Hirer or by a third party to which the Hirer introduces the Agency Worker terminates or terminates before the end of the fixed term referred to in clause 8.4.

8.6. VAT is payable in addition to any Transfer Fee due.

## **SCHEDULE 2: TRANSFER FEES**

(a) The Transfer Fee referred to in clause 8 shall be calculated in accordance with the fee structure, detailed below, of the Remuneration payable to the Agency Worker during the first 12 months of the Engagement. If the actual amount of the contract value is not known, the Transfer Fee shall be calculated as the hourly Charges multiplied by 300.

<b>Contract value</b>	<b>Fee £ or %</b>
£0 - £14,999	15%
£15,000 - £24,999	20%
£25,000 - £39,000	25%
£40,000+	30%

## **9. CLOSING TERMS**

9.1 It is the intention of Citrus to provide a link to a copy of our terms and conditions on our website, On the bottom of our email signature and with every invoice. It is the client's responsibility to read and understand our terms and conditions.

9.2 If a client moves to new premises, we will either continue to provide cleaning at the old premises and the new tenant will take responsibility for payment of our services or we will transfer our service to the new premises providing the premises are within our servicing area and remains profitable.

- 9.3 The client agrees that by contracting our services he/she has read and accepted our terms and conditions of business.
- 9.4 If any provision of this agreement shall be found to be void, invalid or unenforceable, the remainder of this agreement shall remain in full force.
- 9.5 No delay or failure on the part of the company to exercise or enforce any rights or remedies pursuant to the terms of this agreement shall constitute a waiver of such rights or operate to prejudice the exercise of any such rights at any time thereafter.
- 9.6 The above terms and conditions shall be governed by the relevant English and Welsh terms of contract and by agreeing to be bound by them, the client agrees to submit to the exclusive jurisdiction of the relevant courts of the United Kingdom.

**THESE TERMS AND CONDITIONS ARE IN PLACE FROM THE MOMENT A CITRUS EMPLOYEE STARTS TO WORK UNDER YOUR INSTRUCTIONS.**