

## 1. Definitions and Interpretation

1.1 In this agreement, unless the context otherwise requires:

- **“Provider”** means Core Facilities Group Limited or any affiliated entity delivering the agreed services.
- **“Client”** means the individual, company, organisation, or other legal entity receiving services under this agreement.
- **“Facilities Contract”** refers to the agreement between the Client and the Provider, comprising the proposal, scope of works, and these Terms & Conditions.
- **“Specified Services”** means the cleaning, support, or facilities services outlined in the agreed proposal.
- **“TUPE”** refers to the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- **“Contract Price”** means the agreed monthly charge for services, including VAT where applicable.
- **“Settling-In Period”** means the fixed introductory term based on contract value, as defined in Clause 11.
- **“Rolling Term”** refers to the open-ended continuation of the contract after the Settling-In Period.
- **“Force Majeure”** refers to events outside either party’s control that prevent contract performance, including natural disasters, strikes, war, pandemics, or legal restrictions.

1.2 Any reference to "written" or "in writing" includes **email correspondence, digital documents**, or communication sent via **agreed digital channels**. Emails sent to and from authorised representatives of either party shall be deemed legally binding where appropriate under this agreement.

1.3 Headings are for reference only and do not affect interpretation. Singular includes plural, and vice versa.

1.4 Any failure or delay by the Provider in exercising a contractual right shall not be deemed a waiver of that right.

1.5 These Terms and Conditions form a binding agreement and shall override any conflicting terms proposed or submitted by the Client unless expressly accepted in writing by a Director of the Provider.

## 2. Invoices and Billing Terms

2.1 The Provider shall issue invoices to the Client on a **monthly basis**, unless otherwise agreed in writing. Invoices will reflect the agreed Contract Price for the period in which services were delivered or are due.

2.2 All invoices are payable within **twenty-eight (28) calendar days** from the date of invoice. The Client agrees that time for payment is of the essence.

2.3 Payment must be made via **bank transfer** to the Provider’s nominated account. The Provider may assign invoice collection to a third-party finance partner, and payment must not be withheld due to this arrangement.

**2.4** Each invoice is deemed to represent a **separate and binding transaction**. Failure to pay one invoice does not entitle the Client to withhold payment on any other invoice.

**2.5** The Client must raise any **invoice queries or disputes in writing within five (5) working days** of receipt. After this period, invoices are deemed accepted in full.

**2.6** The Client acknowledges that the Contract Price reflects:

- Labour costs (including holiday, sickness, and national insurance),
- Equipment, consumables, and PPE,
- Administrative support, supervision, and HR,
- Technology, attendance monitoring, and payroll systems,
- Statutory compliance, risk transfer, and Provider margin.

**2.7** The Provider may, at its discretion, include on invoices any agreed charges for:

- Additional services (see Clause 9),
- Site-specific costs (e.g. key loss, equipment damage),
- Approved one-off cleans or emergency works.

**2.8** All amounts are inclusive of VAT unless explicitly stated otherwise.

### **3. Contract Price and Adjustments**

**3.1** The **Contract Price** is the agreed monthly charge for the delivery of the Specified Services and is outlined in the approved proposal or quotation. Unless stated otherwise, it is **inclusive of VAT**.

**3.2** The Contract Price covers the full operational scope of service delivery, including but not limited to:

- Staff wages, national insurance, pensions, holiday and sick pay;
- Recruitment, training, supervision, and HR management;
- Uniforms, equipment, consumables, and attendance systems;
- Employer liability, statutory compliance, and administrative costs.

**3.3** The Provider reserves the right to review and adjust the Contract Price:

- **Annually**, or
- In response to significant cost changes driven by external factors.

**3.4** Valid reasons for price adjustments include:

- Increases to **National Minimum Wage** or **National Living Wage**;
- Changes to pension contributions or employment legislation;
- TUPE-related obligations or tribunal exposure;
- Inflation, material or insurance cost increases;
- Site-specific changes that affect delivery.

**3.5** The Provider may increase the Contract Price by up to **12.5% per annum** without triggering a right for the Client to terminate. Such adjustments are considered standard market fluctuation.

**3.6** If the proposed increase **exceeds 12.5%**, the Client may:

- Serve **six (6) months' written notice** to terminate the contract, starting from the effective date of the increase;
- Continue paying the original rate during that notice period, unless the increase is due to statutory or TUPE obligations, in which case the new rate may apply immediately.

**3.7** The Client may not:

- Withhold payment of increased invoices that have been properly notified;
- Delay or cancel the contract in response to lawful or cost-driven increases without following the notice rules in Clause 11.

**3.8** The Provider reserves the right to adjust the hourly rate if the Client:

- Reduces service hours,
- Changes scope, or
- Amends cleaning schedules in a way that affects cost efficiency or labour deployment.

#### **4. Provider's Obligations**

**4.1** The Provider shall deliver the Specified Services at the Premises with reasonable skill and care, in line with the Facilities Contract and the service standards agreed.

**4.2** Unless otherwise agreed in writing, services are provided during **standard working hours**, Monday to Friday, excluding public and bank holidays.

**4.3** The Provider will assign employees who:

- Have passed right-to-work checks and reference verification;
- Have enhanced DBS checks (where required by law or the site);
- Are supervised and supported by operational management.

**4.4** The Provider accepts full legal responsibility for its employees, including:

- Payroll and statutory contributions,
- Holiday, sickness, and maternity pay,
- Employment disputes and HR compliance,
- Insurance and liability for actions taken during working hours.

**4.5** The Provider shall make reasonable efforts to provide **cover** for absences (e.g. holiday, sickness), subject to availability. Cover is not guaranteed and may involve temporary adjustments to schedules, duties, or staff.

**4.6** Where a scheduled clean is missed and no cover is available:

- The Client shall not be charged for the missed service, **unless caused by Client action** (e.g. locked access);
- The Provider shall not be considered in breach unless the missed cleans meet the **“Total Service Failure”** threshold in Clause 14.

**4.7** The Provider shall maintain all necessary insurances, including:

- **Employers’ Liability Insurance** up to £10 million;
- Public liability and other required industry cover.

**4.8** The Provider will observe all reasonable health and safety, security, and access procedures at the Client’s Premises, provided they have been disclosed in writing prior to service commencement.

**4.9** The Provider shall not be held liable for service disruption resulting from:

- Restricted access,
- Client delays or failures (e.g. no keys, alarm issues),
- Staff inherited under TUPE, unless misconduct is proven post-assessment (see Clause 19),
- Force majeure events (see Clause 8).

#### **4.10**

While the Provider will make reasonable efforts to provide **cover** for any absence (including illness, holiday, or emergencies), the Provider **cannot guarantee cover** at all times. Cover will depend on staff availability, training, and operational constraints. The Client acknowledges that **reasonable efforts will be made to ensure service continuity** but understands that complete cover may not always be feasible.

#### **4.11 Service Standards, Professional Authority, and Bespoke Enhancements**

The Provider shall deliver services in accordance with guidance issued by the **British Institute of Cleaning Science (BICSc)** and the **Security Industry Authority (SIA)**. The Client acknowledges that the Provider’s recommendations regarding cleaning times, staffing levels, and service scope are grounded in substantial industry experience and represent reasonable, evidence-based standards of delivery.

The Client agrees that where the Provider has made time or resource recommendations aligned with these professional benchmarks, such recommendations shall be treated as authoritative.

Complaints regarding cleaning standards or alleged omissions shall not be accepted where:

- The Client has declined the Provider’s recommendation to increase time or personnel;
- The Client’s expectations exceed what can reasonably be achieved within the agreed specification;
- The Provider has deployed staff and schedules proportionate to the scope as contracted.

All standard services are delivered at highly competitive rates using operatives trained to a level appropriate for the service type and site requirements, including general cleaning staff where suitable.

Any Client requests that exceed the original agreement — including, but not limited to:

- Higher or more frequent cleaning,
- Enhanced cleanliness standards beyond industry norm,
- Routine or ad hoc supervisory presence on-site,
- Emergency responses or additional staffing,
- Requests for premium or specialist operatives,

shall be deemed **bespoke services** and charged separately at a **minimum rate of £40 per hour plus VAT**, unless otherwise agreed in writing.

The Provider reserves the right to decline or re-quote any request that alters the operational or financial assumptions of the original contract. No bespoke services will commence without prior agreement in writing.

## **5. Client's Obligations**

**5.1** The Client agrees to cooperate fully with the Provider to enable safe, effective, and uninterrupted delivery of the Specified Services.

This includes (but is not limited to):

- Ensuring timely and safe access to the Premises;
- Providing keys, fobs, or codes in duplicate (one for the operative, one for head office);
- Supplying power, water, lighting, and basic site amenities as required.

**5.2** The Client shall promptly notify the Provider of:

- Any change in site access, alarm codes, or security protocols;
- Any hazard or condition that could endanger Provider staff;
- Any dissatisfaction or issue relating to service delivery (in accordance with Clause 12).

**5.3** The Client shall **not**:

- Manage, discipline, or instruct Provider employees directly;
- Interfere with the Provider's internal HR, scheduling, or supervision processes;
- Request removal of staff without following the complaint procedure (see Clause 12).

**5.4** The Client agrees to **treat Provider personnel professionally and respectfully** at all times. Any threatening, discriminatory, or hostile conduct from the Client or its representatives may result in immediate suspension or termination of services.

**5.5** The Client shall be responsible for securing or removing valuables and sensitive items prior to service. The Provider will not be liable for the handling, movement, or potential misplacement of items left out or unattended.

**5.6** In the event that the Client wishes to reduce the agreed service hours, this must be formally negotiated with the Provider. The Client acknowledges that the contract is based on the delivery of a specified number of hours over its full term, and that the Provider's pricing structure and profitability are calculated accordingly.

Such a request is **subject entirely to the discretion of the Provider** and may be **declined**. In such cases, the originally contracted hours—and associated charges—shall continue to apply in full.

If, however, a mutual agreement is reached to reduce the service hours, the Provider **reserves the right to adjust the hourly rate** to reflect the revised service structure and cost implications. Any such adjustment shall be determined solely by the Provider, based on operational and financial considerations.

By accepting these Terms and Conditions, the Client expressly acknowledges and agrees to this clause and the Provider's right to decline reductions or adjust rates accordingly.

**5.7** The Client shall not employ or attempt to employ any Provider personnel, either directly or indirectly, during the term of this agreement or for **twelve (12) months after termination**, unless agreed in writing and subject to a recruitment release fee.

**5.8** In the event of a business sale, change of ownership, or site handover, the Client remains responsible for all ongoing obligations under this agreement unless formally novated with the Provider's written consent.

## **6. Client Warranties**

**6.1** The Client warrants that the Premises at which the Specified Services are to be delivered are:

- Safe, secure, and compliant with all applicable workplace regulations;
- Structurally sound and fit for use by cleaning, support, or maintenance staff;
- Equipped with working utilities (e.g. water, electricity, heating, ventilation) as needed to perform services safely and effectively.

**6.2** The Client confirms that all relevant **health and safety documentation** has been or will be made available to the Provider before services commence, including:

- Site-specific risk assessments and method statements (if applicable);
- Fire safety protocols and emergency procedures;

- Notification of any known hazards or high-risk areas.

**6.3** The Client shall immediately inform the Provider of:

- Any change in risk or incident that could impact Provider personnel;
- Any legal or regulatory issue that may affect service delivery.

**6.4** The Provider reserves the right to:

- **Refuse, suspend, or withdraw services** at any location that it considers unsafe or non-compliant with health and safety law;
- Do so without penalty or liability until the site has been assessed and remedied to a reasonable standard.

**6.5** The Client warrants that it holds appropriate **public liability, employer liability, and premises insurance**, and shall indemnify the Provider from any loss, injury, or claim arising from:

- Defects in the Premises;
- Unsafe or hazardous working conditions;
- Third-party claims connected to the Client's facilities or employees.

**6.6** The Client accepts that the Provider shall not be liable for injury, delay, or failure to deliver services caused by unsafe or unlawful working conditions, including blocked access, exposed wiring, or poor ventilation.

## **7. Divisibility Clause**

**7.1** Each invoice issued under this Facilities Contract represents a **separate and enforceable transaction**, and payment obligations shall apply independently of:

- Other service periods;
- Other invoices;
- Any ongoing dispute, complaint, or contract review.

**7.2** The Client may not:

- Withhold or delay payment of an invoice based on dissatisfaction with a prior or future invoice;
- Offset unrelated credits, complaints, or deductions against an open invoice;
- Treat the contract as suspended, paused, or void due to any individual service issue.

**7.3** Termination, breach, or suspension of the contract does not relieve the Client of its obligation to pay for:

- Services already delivered;
- Periods invoiced prior to notice or dispute;
- Minimum notice or termination fees (see Clause 11).

**7.4** Each invoice forms part of the whole agreement, but shall be treated as **contractually binding on its own merits**, regardless of the status of the wider contract.

## **8. Force Majeure**

**8.1** Neither party shall be liable for any delay or failure to perform its obligations under this agreement if such delay or failure is caused by a **Force Majeure Event**.

**8.2** A “Force Majeure Event” includes (but is not limited to):

- Natural disasters (e.g. flood, fire, storm, earthquake);
- Pandemic, epidemic, or health-related shutdown;
- War, terrorism, riot, or civil unrest;
- Strike, industrial dispute, or staff unavailability due to widespread disruption;
- Government action, legal restriction, or utility outage beyond either party’s control.

**8.3** If a Force Majeure Event occurs:

- The affected party shall notify the other as soon as reasonably practical;
- The affected obligations shall be suspended for the duration of the event;
- The parties shall use reasonable efforts to resume service as soon as possible.

**8.4** If the Force Majeure Event continues for more than **three (3) consecutive calendar months**, either party may terminate the agreement by giving **fourteen (14) days’ written notice**.

**8.5** Where services resume after a Force Majeure Event:

- Standard payment terms and service expectations shall recommence;
- Any temporary delays or changes during the disruption period shall not be considered breach of contract.

**8.6** The Provider shall not be required to provide cover staff, refunds, or additional services during Force Majeure conditions unless otherwise agreed in writing.

## **9. Additional Services**

**9.1** Any work requested by the Client that falls **outside the scope** of the originally agreed Specified Services shall be considered an **Additional Service**.

**9.2** The Provider is under no obligation to deliver Additional Services unless:

- The request is submitted **in writing**, and
- The Provider has **explicitly accepted** the request in writing or by revised quotation.

**9.3** All Additional Services:

- Will be quoted and agreed separately from the Contract Price;
- May be invoiced separately or added to the next monthly invoice;
- Shall be governed by these Terms and Conditions unless stated otherwise in writing.



**9.4** Verbal or informal requests — including those made on-site to cleaning staff, supervisors, or third parties — **shall not be binding** on the Provider.

**9.5** The Provider reserves the right to refuse or withdraw Additional Services if:

- They materially disrupt core service delivery;
- They introduce new health and safety risks;
- The Provider deems the request commercially unviable.

**9.6**

Additional Services are charged according to the nature of the work and required expertise. Unless otherwise agreed in writing, the following **minimum rates** apply:

- **Extra Labour or Ad Hoc Works:** Priced **on a case-by-case basis**, subject to availability and operational impact. Quotations will be issued in writing prior to work commencing.
- **External Window Cleaning Services:** £30.00 per hour + VAT (minimum)
- **Premium Continuity Services** (see Clause 13.4): £42.50 per hour + VAT (minimum)

## **10. Exclusion of Liability**

**10.1** The Client acknowledges that the Provider is not liable for any loss, damage, delay, or failure in performance except where caused by **proven negligence or willful misconduct** of the Provider or its employees.

**10.2** The Provider shall not be liable for:

- Any **indirect, incidental, or consequential losses**, including loss of profit, business interruption, reputational damage, or opportunity;
- Any loss or damage caused by the **acts or omissions of TUPE-transferred employees** during the assessment period (see Clause 16);
- Service failure caused by the Client's own conduct, access restrictions, lack of communication, or unsafe conditions.

**10.3** The Provider shall not be liable for:

- Missed or delayed cleans unless they meet the **“Total Service Failure”** definition in Clause 12;
- Loss or misplacement of personal property unless deliberate theft is proven;
- Complaints relating to temporary cover staff or service changes unless gross negligence can be demonstrated.

**10.4** Where liability is established, the Provider's total liability shall be limited to the **equivalent of one (1) month's Contract Price**, regardless of the nature or number of claims.

**10.5** Nothing in this clause limits liability for:

- Death or personal injury caused by proven Provider negligence;

- Fraud or fraudulent misrepresentation;
- Any other liability that cannot be excluded under law.

**10.6** The Client agrees that this clause reflects a fair allocation of risk based on:

- The value of the Contract Price;
- The nature of the outsourced services;
- The Provider's limited control over the Client's premises and environment.

## **11. Termination, Settling-In, and Notice**

### **11.1 Contract Structure**

This Facilities Contract is delivered in two defined phases:

- **Settling-In Period:** A fixed, non-cancellable initial period based on the monthly contract value (see 11.2).
- **Rolling Term:** An open-ended continuation of service after the Settling-In Period, requiring six (6) months' written notice for termination by either party.

### **11.2 Settling-In Period Durations**

The length of the Settling-In Period is determined by the monthly Contract Price (inclusive of VAT):

#### **Monthly Contract Value Settling-In Period**

£0 – £499.99	12 months
£500 – £999.99	12 months
£1,000 – £1,499.99	12 months
£1,500 – £1,999.99	18 months
£2,000 – £2,999.99	24 months
£3,000 – £4,999.99	36 months
£5,000 and above	48 months

### **11.3 Early Termination During Settling-In**

If the Client wishes to terminate during the Settling-In Period, they shall be liable for:

- A **termination fee equal to 50% of the remaining value** of the Settling-In Period;
- A further **six (6) months' notice payment** or service period.

These charges are **cumulative**, not interchangeable.

#### **11.4 Termination After Settling-In**

After the Settling-In Period ends, the contract continues on a rolling basis and may be terminated by either party by giving:

- **Six (6) months' written notice**, or
- Payment in lieu of that notice, equivalent to six (6) months at the prevailing Contract Price.

#### **11.5 TUPE, In-Housing, and Default Termination**

If the Client:

- Brings services back in-house,
- Denies TUPE despite legal applicability,
- Replaces the Provider without formal re-tendering,

this shall be considered **a default termination**, triggering the same obligations as above — regardless of whether the Settling-In Period has concluded.

#### **11.6 Invalid Termination and Withheld Notice**

If the Client fails to:

- Serve valid notice,
- Provide correct notice length, or
- Delivers termination under dispute or complaint without cause,

the Provider reserves the right to **invoice for the full six (6) months' notice period**, plus any applicable early termination fees under 11.3.

#### **11.7 Suspension and Provider Termination Rights**

The Provider may suspend or terminate the agreement immediately in the event of:

- Non-payment of invoices;
- Unsafe working conditions (see Clause 6);
- Repeated breaches or hostile behaviour;
- Public or private defamation (see Clause 21).

#### **11.8 Notice Format**

All termination notices must be provided in writing to the Provider's registered address or via an acknowledged email. Notice takes effect only once formally received and confirmed.

#### **11.9**

In the event that the Client chooses to sell their business or transfer the ownership of the Premises, the Client agrees to factor in any applicable **termination fees** and **settling-in charges** as defined in Clause 11.3. These fees shall be considered part of the **sale cost**, and the Client shall remain responsible for settling any outstanding charges or obligations before the transfer is completed.

#### **11.10**

Where the Client is contracted to another third-party provider and has subcontracted the Provider's services, the Client must ensure that any **termination fees** or **obligations under this contract** are **factored into the subcontracting agreement** and **fully accounted for** in any financial or operational arrangements with the third party.

The Client acknowledges that failure to account for these fees may result in **continued liability** for the termination fees under this agreement.

#### **11.11 Deemed Termination by Client Conduct**

In addition to the formal termination rights outlined in Clauses 11.3 and 11.4, the Provider reserves the right to treat the Facilities Contract as terminated by the Client if, in the Provider's reasonable opinion, any of the following actions occur:

- The Client publicly advertises for cleaning, facilities, or related services without prior written notice to the Provider;
- The Client is more than two (2) monthly payments in arrears, whether consecutively or non-consecutively;
- The Client materially reduces service usage or ceases operations without appropriate notice or consultation;
- The Client engages a third party to deliver similar services at the same location during the contract term.

Where any of the above actions occur, the Provider shall be entitled to:

- Treat the agreement as terminated without notice; and
- Invoice for the full remaining value of:
  - a) Any unexpired Settling-In Period; and
  - b) The full six (6) months' notice period, or any portion thereof not served.

These amounts shall become immediately payable upon deemed termination. The Client agrees that these provisions are binding and do not constitute penalties, but represent fair and enforceable protections against covert or manipulative attempts to exit the contract.

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#### **11.12 Termination Due to Breach of Trust, Persistent Misconduct, or TUPE Mismanagement**

The Provider reserves the right to terminate this agreement with immediate effect if, in its reasonable opinion, the Client's conduct demonstrates a breakdown in professional trust, good faith, or legal responsibility. Such conduct includes, but is not limited to:

- Repeated or sustained late payments, including any historical arrears that were only settled after undue delay;
- Initiating service complaints, disputes, or requests to cancel or reduce services where there is a pattern of payment non-compliance or obstructive behaviour;
- Failure to maintain open, honest, and reasonable communication with the Provider;
- Hostile, inappropriate, or uncooperative conduct towards the Provider or its personnel;
- A demonstrated lack of understanding, disregard for, or failure to uphold shared responsibilities under TUPE legislation — valid at any point during the contract where an individual is assigned — including attempts to evade, shift, or mishandle obligations relating to transferred employees, their welfare, or employment continuity.

In such cases, the Provider may:

- Treat the agreement as terminated without notice; and
- Invoice for the full remaining value of:
  - a) Any unexpired Settling-In Period; and
  - b) The standard six (6) months' notice period, or any unserved portion thereof.

These sums shall become immediately payable upon termination. The Client agrees that these measures are binding and enforceable safeguards—not penalties—intended to protect against persistent disruption, legal non-compliance, or erosion of commercial trust.

For the avoidance of doubt, the use of automated communication templates, AI-assisted drafting, legal boilerplate language, or other professional software to convey standardised or factual information shall not, in itself, constitute hostility, unprofessionalism, or unreasonable conduct. The Provider reserves the right to rely on such tools as part of standard business operations.

Any unfounded accusations made in order to mischaracterise communication or manufacture a basis for contractual breakdown shall not be accepted and will be responded to with a clear explanation. The Provider reserves the right, should such hostility persist, to regard this as grounds for contract termination under this clause.

### **11.13 COT3 Settlements, TUPE Ambiguity & Acknowledgement of Reputational Harm**

Where a Client denies the applicability of TUPE and subsequently enters into a COT3 settlement or any similar agreement with a former or assigned employee—regardless of whether the settlement includes an express denial of liability—such action shall be deemed evidence of ambiguity, uncertainty, or misjudgement regarding TUPE obligations. The Provider asserts that, had the Client fully recognised and engaged with their responsibilities at the outset, such settlements may have been avoided.

Accordingly, the Client acknowledges and agrees that:

- Entering into a COT3 or comparable agreement, even years after the conclusion of the contract, is indicative of risk and harm created by the Client's initial rejection or mismanagement of TUPE obligations;
- Such actions can cause reputational damage, ongoing liability exposure, and legal cost implications for the Provider;
- The Provider reserves the right to raise a separate and retrospective invoice for damages, calculated at up to six (6) months' Contract Price at the final agreed monthly rate, which the Client agrees is fair and enforceable.

This charge shall be **separate** from all other termination fees, settlement amounts, or notice charges and shall remain **recoverable for a period of up to six (6) years** following the end of the Facilities Contract.

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## 11.14 TUPE Non-Disclosure & Late Discovery of Employment Liability

If the Client or any outgoing third-party provider fails to disclose the existence of TUPE obligations at the time of contract commencement, and it is later found that TUPE did in fact apply—either by employment tribunal, legal opinion, or settlement—the Client accepts:

- Full liability for any legal, financial, or reputational consequences incurred by the Provider;
- That failure to disclose or appropriately assess TUPE status constitutes a material breach of trust and cooperation.

The Provider reserves the right to recover all associated costs, including but not limited to:

- Legal advice;
- Settlement costs;
- Tribunal preparation and defence;
- Damages or goodwill payments made to the affected employee(s);
- Up to six (6) months of the full Contract Price as a liquidated damages payment for reputational harm, operational disruption, and management time.

This provision is enforceable **regardless of contract length or expiry** and does not require the Provider to demonstrate loss beyond the event itself.

## 12. Complaints and Service Disruption

**12.1** The Client acknowledges that reasonable disruption may occur during the delivery of outsourced services, especially during:

- The initial Settling-In Period (see Clause 11),
- Employee transition or TUPE (see Clause 16),
- Holiday or sickness cover periods (see Clause 13).

Such disruption does **not** constitute breach of contract if the Provider is taking reasonable steps to resolve the issue.

## 12.2 Complaint Procedure

**12.2.1** The Client agrees to raise any complaint **promptly and in writing** by email or logged issue, within **72 hours** of the relevant event or missed service.

**12.2.2** Complaints received outside of this window may be recorded but shall not entitle the Client to:

- Deductions or withheld payment;
- Refunds, credits, or termination rights;
- Backdated claims or legal challenge.

## 12.3 Missed Cleans and Service Credits

**12.3.1** If a scheduled clean is missed entirely (i.e. no operative attendance or only a partial delivery of service), the Client may be entitled to a goodwill credit. Such a credit will be calculated solely on the hourly wage paid to the operative, which represents the direct labour cost of the service. The Client acknowledges that the hourly charge rate includes additional overhead costs—such as payroll processing, insurances, statutory contributions, pensions, training, administrative support, equipment, and consumables— which are not eligible for credit.

**12.3.2** *Example:*

- **Client Charge Rate:** £20 per hour
- **Cleaner's Direct Wage (Hourly Rate):** £14 per hour  
In the event of a missed clean where no service is rendered, the credit issued would be calculated based on the £14 hourly wage. The remaining £6 per hour difference covers the costs associated with managing no-shows (i.e. administrative handling of missed appointments, payroll obligations, insurance, pension contributions, training, equipment, and other related operational expenses).

**12.3.3** Any issued credit is applied to the subsequent invoice as a discretionary goodwill gesture and is capped at the value of the missed labour cost only. No additional reimbursement, penalty, loss-of-use, or consequential damage claims shall be accepted beyond this calculation.

**12.3.4** No service credit shall be issued if the missed clean is attributable to:

- Client-induced access issues (e.g. locked premises or failure to provide necessary keys or fobs),
- Short notice schedule changes by the Client,
- Force Majeure events,

- Unavailability of cover provided the Provider has made reasonable steps to secure an alternative operative.

## 12.4 Total Service Failure

A “**Total Service Failure**” occurs only when:

- No operatives attend the site,
- No cover is offered, **and**
- This failure continues for **six (6) consecutive calendar weeks, without valid cause** (e.g. payment breach, TUPE dispute, Force Majeure).

If this occurs, the Client may terminate the contract **without penalty**, and only after:

- Providing formal written notice, and
- Allowing the Provider one final opportunity to respond within five (5) working days.

## 13. Cover Provision and Expectation Management

**13.1** The Client acknowledges that the Provider operates on a **best-effort service model**, where cover for absent staff (e.g. due to sickness, emergency, or holiday) is arranged subject to operational availability and resource constraints.

**"The Provider operates on a best-effort basis** and will always strive to meet agreed service levels. However, the Client understands that due to the nature of the industry, certain factors—such as staff availability, resource limitations, and operational constraints—may lead to temporary disruptions or changes in service delivery. These disruptions, when occurring despite best efforts, **do not constitute service failure.**"

**13.2** The Provider will make reasonable efforts to provide suitable cover staff in the event of planned or unplanned absence, but cannot guarantee:

- Continuity of the same operative,
- Full knowledge of site-specific tasks,
- Exact working hours or timing as normal.

### 13.3

The Provider will make reasonable efforts to provide suitable **cover staff** in the event of planned or unplanned absence. However, **the provision of cover is not always guaranteed**. In cases where cover is provided:

- There may be **minor disruption to routines or standards**;
- **Non-critical tasks may be missed** due to unfamiliarity with the site;
- There may be **variations in cleaning methods** or attention to detail.

These circumstances do **not** constitute **service failure**, provided reasonable effort is made to resolve the issue and maintain **safety** and **quality standards**.

The Provider is **not obligated to provide cover** in situations such as:



- **Short-notice leave** or emergency absence;
- **Unavailability of trained or qualified replacement staff;**
- **Operational resource limitations**, including lack of availability due to resource constraints or scheduling conflicts.

### 13.4 Premium Continuity Service (Optional)

**13.4.1** For Clients operating in high-risk or compliance-critical environments (e.g. data centres, labs, regulated care), the Provider offers a **Premium Continuity Service** at enhanced hourly rates.

This includes:

- Priority backup staffing,
- Rota-based cover preplanning,
- Priority escalation to senior management,
- Minimum guaranteed shift coverage or same-day replacement.

**13.4.2** The Premium Continuity Service:

- Must be **expressly agreed in writing**,
- Requires a separate quotation or addendum,
- Is subject to availability and shall be priced as per the rates outlined in Clause 9.6.”.

**13.4.3** Unless the Client is enrolled in the Premium Continuity Service, the Provider shall not be held to guaranteed cover obligations or financial liability for missed attendance, provided reasonable steps were taken.

## 14. Nullification of Complaints Due to Late Payment

**14.1** The Client agrees that **timely payment is a fundamental condition** of this agreement. Where payment is overdue — whether in part or in full — the Client’s right to raise or pursue complaints shall be **immediately suspended**.

**14.2** During any period of late payment, the Provider shall have no obligation to:

- Respond to or investigate complaints;
- Issue credits, refunds, or service adjustments;
- Acknowledge or act upon any dispute regarding service performance.

**14.3** Any complaint, credit request, or dissatisfaction raised during a late payment period shall be considered **null and void**, even if payment is subsequently made, unless:

- The Provider expressly agrees in writing to review it as a goodwill gesture;
- The complaint relates to a proven legal violation (e.g. health and safety).

**14.4** The Client may not:

- Use service-related dissatisfaction as grounds to **delay or reduce payment**;
- Submit deductions, counterclaims, or chargebacks during a breach of payment terms;
- Reopen prior complaints raised during unpaid periods after the balance has been cleared.

**14.5** This clause is intended to protect the Provider from bad-faith complaints used to justify delayed payment, reduce costs, or gain commercial leverage.

**14.6** Complaints raised while in breach of Clause 2 (Invoicing & Billing) or Clause 17 (Payment Enforcement) will not be revisited after resolution unless required by law or agreed by a Director of the Provider.

## **15. TUPE Compliance and Assessment**

**15.1** The Client acknowledges that the **Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)** may apply when:

- Services are taken over from a previous contractor or internal team;
- The staff assigned to the work are deemed by law to be assigned to the undertaking.

**15.2** Where TUPE applies, the Client shall:

- Provide full and accurate employment information about any affected staff;
- Cooperate with the Provider to facilitate a lawful, structured transfer;
- Not instruct the Provider to dismiss or exclude transferring employees from site.

## **15.3 TUPE Assessment Period**

**15.3.1** All TUPE-transferred employees shall be subject to a **(180) day assessment period**, during which the Provider may:

- Review attendance, attitude, conduct, and performance;
- Implement retraining or formal HR processes;
- Reassign, reduce hours, or lawfully terminate where justified.

**15.3.2** During this assessment period:

- The Client may not seek contract termination based on dissatisfaction with any TUPE staff;
- The Provider shall not be held liable for poor performance or disruption arising from inherited staff behaviour or resistance to change.

## **15.4 Post-Assessment Complaints**

If the TUPE employee remains after the 90-day assessment:

- The Client may submit formal complaints in accordance with Clause 12;
- The Provider must be given at least **three (3) formal opportunities** per employee to manage or replace the employee;
- The Client may not treat unresolved dissatisfaction as grounds for early termination unless the Provider has demonstrably failed to act.

## 15.5 TUPE on Exit and Reversion to In-House

If the Client:

- Terminates the contract and reabsorbs the service in-house, or
- Appoints a new provider without formal TUPE consultation, they may be deemed a **transferee** under TUPE and become the legal employer of affected staff.

**15.6** If the Client denies TUPE applies or fails to comply with obligations, they shall:

- Fully indemnify the Provider for any employment claims, tribunal costs, or retransfer liability;
- Cover all legal and administrative costs resulting from TUPE-related disputes.

## 16. Payment Enforcement and Remedies

**16.1** If the Client fails to pay any invoice in full by the due date (see Clause 2), the following shall apply automatically and without further notice:

- A **£25 late payment charge** per overdue invoice;
- **Statutory interest** at 8% per annum above the Bank of England base rate, calculated daily;
- Loss of any agreed credit or flexible payment terms.

## 16.2 Escalation of Non-Payment

If the Client's overdue balance exceeds **thirty (30) days**:

- The Provider may suspend services immediately;
- The provider may pass along any interest charges incurred by Invoice Factoring/Discounting.
- The Client shall remain liable for the full Contract Price during any suspension;
- The Provider may serve **notice of enforcement**, including additional fees as below.

If the overdue balance exceeds **ninety (90) days**:

- A one-off **£499 administrative fee** shall apply to recover internal costs and recovery setup;

- The Provider may refer the matter to legal representatives or third-party debt collection agents.
- 

### 16.3 Suspension of Service

Where invoices remain unpaid:

- The Provider shall not be responsible for missed cleans, complaints, or disruption caused during suspension;
  - No re-clean, credit, or refund will be issued during suspended service periods;
  - The suspension shall not count toward notice periods or service minimums under Clause 11.
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### 16.4 Reinstatement and Reversion

To resume service after suspension:

- The Client must pay the full overdue amount and all enforcement charges in full;
- Any previously agreed discounts, flexible pricing, or custom terms shall be **permanently revoked** (see Clause 22).

The contract shall automatically revert to the Provider's standard terms and pricing.

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### 16.5 Legal Recovery

Where legal action is initiated:

- The Client shall be liable for all costs, court fees, interest, and time-based charges incurred in the recovery process;
- Judgments may be enforced via lien, debt order, or contractual termination under Clause 11.

## 17. Rejection of Client Terms and Conditions

**17.1** These Terms and Conditions govern all services provided under the Facilities Contract and shall take **precedence over any conflicting terms** proposed by the Client, whether before, during, or after contract formation.

**17.2** The Provider does **not accept** and shall not be bound by:

- Any terms contained within purchase orders or payment platforms;
- Supplier onboarding terms, vendor agreements, or procurement policies;
- Terms submitted via email, portal, or system-generated forms;
- Any client-generated documentation that attempts to override or alter this agreement.

**17.3** The Client agrees that the act of:

- Approving a quotation,
  - Allowing services to begin, or
  - Making payment toward an invoice
- constitutes **acceptance of the Provider's Terms and Conditions in full**, regardless of any alternative terms attached or referenced elsewhere.

**17.4** No agent, employee, or representative of the Client has authority to bind the Provider to any alternate contract unless:

- It is explicitly accepted in writing by a **Director of the Provider**, and
- Attached to a formally executed contract or addendum.

**17.5** Where conflicting documentation is identified, these Terms and Conditions shall **automatically override** any client-imposed terms, unless the Provider agrees otherwise in writing.

**17.6**

The Provider does **not accept**, review, or contract under any non-standard documentation, client-supplied terms, supplier onboarding platforms, or legal agreements not issued by the Provider.

Any attempt by the Client to substitute or override these Terms and Conditions shall be **automatically rejected and unenforceable**, unless expressly accepted in writing by a **Director of the Provider**.

The Provider operates exclusively under its own Terms and Conditions to ensure contractual consistency, risk control, and legal clarity across all engagements.

## **18. Contract Validity and Commercial Positioning**

**18.1** The Client acknowledges that this agreement is a **commercial contract** between two businesses and is legally binding in its structure, expectations, and enforcement.

**18.2** The Provider is a professional service company operating with:

- Fully employed or contracted staff;
- Employment law and health & safety responsibilities;
- Payroll, HR, pensions, and legal compliance obligations;
- Commercial risk, insurance, and operational exposure.

**18.3** The Client agrees that this agreement is:

- Comparable to a **lease, staffing, or licence agreement** in structure;
- Not casual, short-term, or flexible unless expressly agreed in writing;
- Enforceable under business contract law — not consumer law.

#### **18.4** The Client may not:

- Treat this agreement as informal or dismissive due to the nature of the services;
- Avoid obligations by claiming the services are “non-essential,” “low-skilled,” or “day-to-day”;
- Use the perceived simplicity of cleaning or facilities services as a basis for undermining contract enforcement.

**18.5** By allowing services to commence, approving a quote, or paying an invoice, the Client agrees to be bound by the **Provider’s Terms and Conditions in full**, regardless of whether a separate agreement was signed.

**18.6** The Client is responsible for obtaining and retaining a copy of the current Terms and Conditions at the point of agreement. The Provider’s most recently published version shall govern the contract unless superseded in writing by both parties.

### **19. Legal Jurisdiction**

**19.1** This agreement and any dispute, claim, or legal proceeding arising out of or in connection with it shall be governed by and construed in accordance with the **laws of England and Wales**.

**19.2** The parties agree to submit to the **exclusive jurisdiction of the courts of England and Wales**, and waive any right to object to proceedings being brought in those courts on the grounds of venue or forum.

**19.3** If any provision of this agreement is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction:

- The remainder of the agreement shall remain in full force and effect;
- The invalid portion shall be interpreted, where possible, to reflect the original intent in a legally permissible form.

### **20. Non-Disparagement and Reputation Protection**

**20.1** The Client agrees that during the term of this agreement and for a period of **Seven (7) years following its termination**, they shall not:

- Make or publish any **defamatory, misleading, or negative statements** about the Provider;
- Share damaging opinions about the Provider’s business, directors, employees, or services;
- Post, email, or communicate complaints to third parties or the public in a way that causes reputational harm.

**20.2** This clause applies to all forms of communication, including but not limited to:

- Social media posts, public reviews, forums, and blogs;
- Emails, WhatsApp or SMS groups, industry boards, or informal networks;
- Verbal conversations with staff, competitors, clients, or suppliers.

**20.3** If the Client breaches this clause, the Provider may:

- Terminate the agreement with immediate effect under Clause 11.7;
- Seek **injunctive relief** to remove the damaging content or stop future breaches;
- Pursue **financial damages** for reputational harm, loss of business, or disruption caused.

**20.4** The Client shall also be liable for any defamation carried out by their staff, agents, or subcontractors, whether authorised or not.

**20.5** This clause does not prevent the Client from:

- Raising genuine concerns through the formal complaint procedure (Clause 12);
- Seeking legal redress through appropriate legal channels;
- Giving private, fact-based feedback to the Provider, provided it is done professionally and in good faith.

**20.6**

The Client acknowledges that **repeated or aggressive communication** — including emails, phone calls, or digital messages — that is **rude, threatening, insulting, or unreasonably demanding** may be deemed **unprofessional or hostile conduct**, even if not made publicly.

Where such behaviour is:

- Repeated, and/or
- Detrimental to the working relationship,  
the Provider reserves the right to terminate the agreement **with immediate effect** under Clause 11.7.

**20.7**

The Client further acknowledges that, in accordance with modern communication standards and compliance tools, emails and written messages may be **subject to AI-driven language analysis** to detect patterns of aggression, hostility, or unreasonable tone.

Where such analysis reasonably identifies unprofessional or abusive conduct, the Provider reserves the right to raise this with the Client and take appropriate contractual action.

**20.8**

Where the Provider terminates this agreement due to hostile, abusive, or unprofessional behaviour by the Client or its representatives (as defined in 20.6 and 20.7), the Client shall be deemed to have **forfeited the right to amicable or notice-based termination**.

In such cases:

- The Client shall be treated as having caused a **default termination** (Clause 11.5);
- The full **six (6) months' termination notice fee** and any **settling-in early termination charges** shall apply;
- No refunds, credits, or release from obligations shall be given;

- The Provider may pursue legal and reputational remedies in addition to termination.

## 21. Reversion to Provider Terms Upon Breach

**21.1** Where the Provider has granted the Client any **special arrangements** — including but not limited to:

- Discounts or custom pricing;
  - Deferred start dates;
  - Relaxed notice periods;
  - Reduced Settling-In Periods;
- these arrangements are made in good faith and are **strictly conditional** on the Client's full compliance with the Facilities Contract.

**21.2** If the Client breaches the agreement in any material way — including but not limited to:

- Late or non-payment;
  - Improper termination;
  - Hostile conduct or reputational harm;
  - Breach of TUPE or employment obligations;
  - Attempting to override these Terms with their own —
- then all custom or relaxed terms shall be **automatically revoked**, and the agreement shall **immediately revert** to the Provider's standard Terms and Conditions.

**21.3** Upon reversion, the Client shall be bound by:

- The full standard Settling-In Period (see Clause 11.2);
- Standard six (6) months' notice (Clause 11.4);
- Standard Contract Price, without discount;
- All other enforcement and financial clauses in their original, unmodified form.

**21.4** The Provider is **not required** to give formal notice of this reversion. The effect is **automatic and enforceable** from the moment of breach.

**21.5** This clause is intended to protect the Provider from abuse of commercial flexibility and to maintain contract integrity across all clients.

## 22. Business Services, Operational Standards, and Service Deductions

### 22.1 Our Core and Extended Services

- The Core Facilities Group Limited's primary services are Commercial Cleaning and Manned Security. In addition, we offer supplementary services including Window Cleaning, Consumable Products, Crime Scene Cleaning, High-Level and Specialist Works, and Light Maintenance.
- By engaging our services, you are not merely securing immediate performance but also investing in our comprehensive operational support, which covers recruitment, training, insurances, pensions, statutory contributions, payroll, and administrative management.



## **22.2 What You Can Expect**

- We are committed to delivering superior service underpinned by rigorous training, ongoing operational oversight, and a dedication to high service standards.
- Our contract covers the costs and complexities associated with staffing – including recruitment challenges, TUPE compliance, managing employee sickness and holiday cover, and ensuring all necessary checks (e.g. DBS, SIA licensing, and references) are maintained.
- While we strive to provide continuous cover for absences via our dedicated mobile team, last-minute notifications or operational constraints may occasionally limit our ability to guarantee an exact replacement.

## **22.3 Operational Realities and Industry Challenges**

- We acknowledge the inherent challenges of the cleaning and security industries, including high staff turnover and the pressures of sourcing suitably qualified personnel.
- As such, our contractual pricing reflects not only the direct cost of service delivery but also the significant overheads associated with recruitment, statutory compliance, and business continuity.
- Clients must recognise that, particularly during the initial “settling-in” period or when managing TUPE transitions, there may be a brief period during which service performance adjusts. In these instances, we require collaborative engagement to allow sufficient time for retraining or evaluating new operatives.

## **22.4 Service Deductions and Goodwill Credits**

- In the rare event of a missed or significantly delayed clean, a goodwill credit may be applied and this is the discretion of the provider. This credit will be calculated solely on the direct labour cost – that is, the hourly wage paid to the operative – rather than the full client charge rate.
  - *For example:* If the client charge rate is £20 per hour but the operative is paid £14 per hour, any credit due for a missed clean will be based on the £14 figure. The remaining £6 per hour is allocated to cover payroll administration, insurances, pensions, training, and other operational overheads.
- No credit shall be issued where the failure to perform is due to client-induced factors (e.g., access issues) or where the Provider has taken all reasonable steps to provide cover.

## **22.5 Payment and Collaboration Requirements**

- Timely payment is critical to our ability to deliver high-quality services and manage the complexities of our operations. Failure to meet agreed payment terms may impact service delivery and will nullify any complaint rights related to service performance during overdue periods.
- Clients are required to work collaboratively with us during any operational adjustments—especially during periods of staffing transition or TUPE transfers—to ensure seamless contract performance.

## **23. Bank Holiday Charges and Compensation**

### **23.1 Definition of Bank Holiday:**

For the purposes of this agreement, “Bank Holiday” means any official bank or public holiday recognised by the relevant government authority.

### **23.2 Charges for Services Rendered on Bank Holidays:**

If the Provider is required to perform cleaning or security services on a Bank Holiday, additional premium charges will apply. This premium covers higher expenses including

enhanced wage rates and related statutory contributions. The specific premium rate or multiplier shall be agreed in advance and set out in the quotation or schedule of services.

### **23.3 Compensation for Operatives Taking Bank Holidays:**

In instances where an operative is scheduled to work on a day that falls on a Bank Holiday but is subsequently given the day off, the operative will be paid at their standard hourly wage rate. Consequently, the Client will be charged for that day's service at the operative's normal rate as if the service had been provided. This charge reflects the unavoidable cost of bank holiday pay and associated operational overhead.

### **23.4 Notification and Acceptance:**

The Provider will notify the Client in advance if any scheduled work falls on a Bank Holiday—whether this results in operative deployment with a premium charge or replacement coverage on a Bank Holiday. Work on Bank Holidays will proceed only after the Client's written acceptance of the corresponding additional charges.

### **23.5 No Waiver of Bank Holiday Premium:**

The engagement of services on Bank Holidays, whether with operative deployment or bank holiday compensation for time off, does not waive the Provider's right to impose the agreed premium. All Bank Holiday work or compensation costs will be invoiced as an additional charge, in line with the terms outlined above.