

CLEANING SERVICES AGREEMENT 360-CLEAN LTD

THIS CLEANING SERVICES AGREEMENT (the "Agreement") is dated this _____ day of _____, _____.

CLIENT

(the "Client")

CONTRACTOR

360-Clean Ltd
company no: 12561584

(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide cleaning services to the Client.
- B. The Contractor is agreeable to providing such cleaning services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following cleaning services (the "Services"):
 - 360 Clean Ltd are deep cleaning specialists for healthcare, industrial, private small business, office and domestic premises including Corona-virus containment.
2. The venue for delivery of the Services is:
 - _____
_____.
3. The Date for the Services is:
 - _____
_____.
4. The Services will also include any other cleaning tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

5. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in

full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

6. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 30 days' written notice to the other Party.

PERFORMANCE

7. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

8. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

PAYMENT

9. The Contractor will charge the Client for the Services at the rate of £ per hour (the "Payment") with a £120 call out fee for Single cleans. Contract fees are hourly rate only.
10. The Client will be invoiced immediately when the Services are complete.
11. Invoices submitted by the Contractor to the Client are due upon receipt on a "paid on completion" basis.
12. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of the Contractor.
13. The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.
14. The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National Insurance, income tax and any other form of taxation or social security costs.

REIMBURSEMENT OF EXPENSES

15. The Contractor will be reimbursed for the following expenses reasonably incurred by the Contractor in connection with providing the Services:
 - Any cleaning products purchased for the remainder of the contract period.
 - Any fees incurred by the contractor to perform the cleaning services within the one month notice period of termination of contract.

PENALTIES FOR LATE PAYMENT

16. Any late payments will trigger a fee of 8% per month on the amount still owing.

CONFIDENTIALITY

17. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
18. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised by the Client or as required by law. The Contractor further agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any personal information of the Client, without the prior written consent of the Client. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

RETURN OF PROPERTY

19. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

20. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

AUTONOMY

21. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

22. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all equipment, accessories, PPE ,chemicals, solvents, cleaning fluids, work-wear and any other supplies necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

23. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

24. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. _____

b. 360-Clean Ltd
___9 Juniper Court, Chester, Ch2-3EH_____

or to such other address as either Party may from time to time notify the other.

INDEMNIFICATION

25. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSE

26. Due to the nature of the work, no guarantee will be given by the contractor that they can completely eradicate 100% of viruses, bacteria and pathogens. The contractor can not be held responsible for any future contagion or outbreak of said virus/bacteria or pathogens after the contractor has cleaned the premises. This includes contagion and outbreak of Covid-19 but not reserved to.

MODIFICATION OF AGREEMENT

27. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

TIME OF THE ESSENCE

28. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

29. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

30. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

31. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

32. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

33. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

34. This Agreement will be governed by and construed in accordance with the laws of England.

SEVERABILITY

35. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

36. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

_____ (Client)

Per: _____ (Seal)

360-Clean Ltd

Per: _____ (Seal)