

DATED 01/04/2017 (Reviewed)



(1) DALZIEL CLEANING SERVICES LIMITED

(2) CUSTOMER OF DALZIEL CLEANING SERVICES

SUPPLY OF GOODS AND SERVICES AGREEMENT

THIS AGREEMENT is made the 1st day of **APRIL 2017**

BETWEEN:

(1) **DALZIEL CLEANING SERVICES** a company registered in **UK - Scotland** under number **SC424742** whose registered office is at **Team Dalziel Office 4, Eclipse Business Centre, 30 Stirling Road, Airdrie, North Lanarkshire, Scotland, United Kingdom ML67JA.** (“the Supplier”)

and

(2) **CUSTOMER OF DCS** a company registered in UK – under number (supplied by client) whose registered office is **there CURRENT ADDRESS.** (“the Customer”)

WHEREAS:

- (1) The Supplier supplies the Goods and Services specified in Schedules 1 and 2 of this Agreement.
- (2) The Customer wishes to purchase the Goods and Services from the Supplier.
- (3) The Supplier is willing to supply the Goods and Services to the Customer on the terms set out in this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day” means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in **AIRDRIE OFFICE AS ABOVE;**

“Commencement Date” means **01/04/2017**

“Confidential Information” means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

“Goods” means the Goods to be supplied by the Supplier detailed in Schedule 1;

“Month” means a calendar month;

“Quarter”	means the period of three months commencing on SPECIFIC DATE , each consecutive period of three months thereafter and any shorter period commencing on a day following the end of the Quarter and ending on the termination of this Agreement and “Quarterly” has a corresponding meaning;
“Rejection Notice”	means a notice provided by the Customer to the Supplier under Clause 5 upon receipt of defective Goods, specifying the alleged defect(s) and stating that the Buyer rejects the defective Goods;
“Services”	means the Services to be provided by the Supplier detailed in Schedule 3;
“Specification”	means the specification of the Goods set out in Schedule 2 or any other specification of the Goods agreed in writing between the Supplier and the Customer from time to time;
“Term”	means the term of this Agreement as set out in Clause 13; and
“Year”	means a period of twelve months commencing on 2017 and each consecutive period of twelve months thereafter and “Yearly” has a corresponding meaning.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to this Agreement; and
 - 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
 - 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. Supply of Goods

- 2.1 Subject to the provisions of this Clause 2 the Supplier shall accept orders from the Customer to buy the Goods from the start of business on the Commencement Date.

- 2.2 Every order shall allow the Supplier no less **THAN 1 MONTH** of lead-time between receipt of the order and the delivery date, such date to be specified by the Customer in each order.
- 2.3 During the continuance of this Agreement the Supplier shall sell and the Customer shall purchase such quantities of the Goods as may be ordered by the Customer from time to time under sub-Clause 2.4, subject to the terms of this Agreement.
- 2.4 The Customer shall, not less than **10 Business Days** before the beginning of each **MONTH**, give the Supplier its order for the Goods to be delivered during that **MONTH**; each order so given shall be final, except that the Supplier may at its discretion accept amendment to an order made by the Customer within **10 Business Days** after the order is given.
- 2.5 Orders for the Goods shall be given by the Customer to the Supplier in writing or, if given orally, shall be confirmed by the Customer in writing not more than **48 HOURS / TWO Business Days** after the order is given.
- 2.6 The Customer shall notify to the Supplier in writing:
- 2.6.1 Its estimated orders for the Goods for each INTERVAL, not less than **TWO WEEKS** prior to that **OR SPECIFICALLY AGREED BETWEEN US BOTH**; and
- 2.6.2 Any revisions to such estimates, immediately after such revisions are made.
- 2.7 If the Customer's orders for the Goods exceed (or it appears from any estimate or revised estimates given pursuant to sub-Clause 2.6 that they will exceed) the capacity or stocks of the Supplier:
- 2.7.1 The Supplier shall as soon as practicable notify the Customer;
- 2.7.2 The Customer shall be entitled to obtain from any other party such quantity of the Goods as the Supplier is unable to supply in accordance with the Customer's orders; and
- 2.7.3 That quantity shall be deemed, for the purposes only of sub-Clause 2.3 (and, therefore, to the effect that the Supplier shall not be deemed to be in breach of this Agreement for failing to supply under that sub-Clause) to have been ordered from the Supplier, until such time as:
- 2.7.3.1 The Supplier has given the Customer written notice (together with such supporting evidence as the Customer may reasonably require) that it is able to resume the supply of that quantity in accordance with the Customer's orders; and
- 2.7.3.2 The Customer has had a reasonable time to terminate any alternative arrangements that it may have made with any other party of the supply of that quantity.
- 2.8 The Supplier shall not be deemed to be in breach of this Agreement where sub-Clause 2.7 applies provided that it complies with sub-Clause 2.7.1. The Supplier shall not be liable in any way for the Customer's inability or failure to obtain alternative goods from an alternative source. When the Supplier is once again able to supply the quantities of Goods required by the Customer it shall notify the Customer as soon as is reasonably practicable.

3. **Specification of the Goods**

- 3.1 All Goods sold by the Supplier to the Customer pursuant to this Agreement shall conform in all respects to the Specification; and the Customer shall be entitled to reject any quantity of the Goods which is not in accordance with the Specification, subject to and in accordance with the provisions of Clause 5.
- 3.2 The Supplier shall consult with the Customer from time to time during the continuance of this Agreement in order to ensure that the Specification of the Goods to be sold by the Supplier to the Customer is acceptable to both Parties, but the Supplier shall not be obliged to agree to any change to the Specification requested by the Customer. **Daily attendance can ensure all elements are in place and fine & well – There is a nominated staff member who works on site.**

4. **Manufacture AND/OR Sourcing and through to Delivery of Goods**

- 4.1 The Supplier shall use all reasonable endeavours to manufacture **AND/OR** source and maintain sufficient stocks of the Goods to fulfil its obligations under this Agreement.
- 4.2 The Supplier shall use all reasonable endeavours to deliver each of the Customer's orders for the goods on the date specified in the relevant order or, where no date is specified by the Customer, within a reasonable time of the order, but the time of delivery shall not be of the essence and if, despite those endeavours, the Supplier is unable for any reason to fulfil any delivery of the Goods on the specified date or, where no date is specified by the Customer, within a reasonable time of the order the Supplier shall not be deemed to be in breach of this Agreement or have any liability to the Customer unless and until the Customer has given 10 Business Days' written notice to the Supplier requiring the delivery to be made and the Supplier has not fulfilled the delivery within that period.
- 4.3 The Supplier shall, at the Customer's request, arrange for suitable transport for the Goods from the Supplier's premises at **AIRDRIE AS ABOVE** to the Customer's premises at **WHERE IS AS ABOVE** (or such other location as the Customer may notify to the Supplier from time to time) and arrange insurance therefor, in which case the costs of such transport and insurance shall be borne by the Customer.
- 4.4 Whether or not the Supplier arranges transport pursuant to sub-Clause 4.3:
 - 4.4.1 Delivery of the Goods shall be deemed to take place at the Supplier's premises at **AIRDRIE AS ABOVE**; and
 - 4.4.2 Risk in, and responsibility for, the Goods shall pass to the Customer once they are loaded onto transport at the Supplier's premises.

5. **Defective Goods**

- 5.1 The Customer shall, within 4 Business Hours of the arrival of each delivery of the Goods at the Customer's premises, submit a Rejection Notice to the Supplier specifying any defect by reason of which the Customer alleges that the Goods delivered are not in accordance with the Specification and which should be apparent on reasonable inspection.
- 5.2 If the Customer fails to give such Rejection notice then, except in respect of

any defect which is not one which would be apparent on reasonable inspection, the Goods shall be conclusively presumed to be in all respects in accordance with the Specification, and accordingly the Customer shall be deemed to have accepted the delivery of the Goods in question and the Supplier shall have no liability to the Customer with respect to that delivery.

- 5.3 If the Customer gives such Rejection Notice in respect of any delivery of the Goods which are not in accordance with the Specification, the Supplier shall within **TWO** Business Days of being requested to do so by the Customer:
- 5.3.1 Supply replacement Goods which are in accordance with the Specification (in which event the Supplier shall not be deemed to be in breach of this Agreement or have any liability to the Customer); or
- 5.3.2 Notify the Customer that it is unable to do so, whereupon (without prejudice to sub-Clause 12.4 [list of reasons allowing termination]) the Customer shall be entitled to obtain from any other party such quantity of the Goods as the Supplier has been unable so to supply.
- 5.4 Nothing in this Clause 5 (or anywhere else in this Agreement) shall exclude the liability of the Supplier to the Customer under any other provisions of this Agreement for damage caused by a defect for which the Supplier is liable under Section 2 of the Consumer Protection Act 1987.

6. **Provision of Services**

- 6.1 With effect from the Commencement Date, the Supplier shall, throughout the Term of this Agreement, provide the Services to the Customer as specified in Schedule 3.
- 6.2 The Supplier shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the **PROFESSIONAL CLEANING SERVICES SECTOR** in the United Kingdom.
- 6.3 The Supplier shall act in accordance with all reasonable instructions given to it by the Customer provided that such instructions are compatible with the specification of Services provided in Schedule 3.
- 6.4 The Supplier shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 6.5 [The Supplier may, in relation to certain specified matters related to the Services, act on the Customer's behalf. Such matters shall not be set out in this Agreement but shall be agreed between the Parties (any such agreement to be confirmed in writing) as they arise from time to time.]
- 6.6 [The Supplier shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Customer, subject to the Customer's acceptance of any related reasonable changes to the sums due that may be due as a result of such changes.]

7. **Customer's Obligations Pertaining To Services**

- 7.1 The Customer shall use all reasonable endeavours to provide all pertinent information to the Supplier that is necessary for the Supplier's provision of the Services.

- 7.2 The Customer may, from time to time, issue reasonable instructions to the Supplier in relation to the Supplier's provision of the Services. Any such instructions should be compatible with the specification of the Services provided in Schedule 3.
- 7.3 In the event that the Supplier requires the decision, approval, consent or any other communication from the Customer in order to continue with the provision of the Services or any part thereof at any time, the Customer shall provide the same in a reasonable and timely manner.
- 7.4 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities, regulatory bodies or similar, it shall be the Customer's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).
- 7.5 If the nature of the Services requires that the Supplier has access to the Customer's premises or any other location, access to which is lawfully controlled by the Customer, the Customer shall ensure that the Supplier has access to the same at the times to be agreed between the Supplier and the Customer as required.
- 7.6 Any delay in the provision of the Services resulting from the Customer's failure or delay in complying with any of the provisions of this Clause 7 shall not be the responsibility or the fault of the Supplier.

8. Fees, Payment and Records

- 8.1 The sums due for the Goods shall be those as set out in the Supplier's current price list from time to time, starting with the attached price list in Schedule 4.
- 8.2 The Supplier shall be entitled to review its prices for the Goods at the end of each **YEAR**, or more frequently if and to the extent that the Supplier, in its sole discretion, considers an increase to be justified by any material increase in the prices of stock and/or from its own suppliers, and the Supplier shall promptly notify the Customer of any such increase.
- 8.3 The price for the Goods shall be exclusive of any costs of packaging, carriage and insurance of the Goods which shall be added to the sums due.
- 8.4 The sums due for the Services shall be those as set out in the Supplier's current price list from time to time, starting with the attached price list in Schedule 5.
- 8.5 The Supplier shall be entitled to review its fees for the Services at the end of each **YEAR**.
- 8.6 The Supplier shall be entitled to increase the sums due for the Goods and/or Services to cover any additional expense resulting from the Customer's instructions, information or lack thereof.
- 8.7 The Supplier shall invoice the Customer **BETWEEN END of each MONTH OR UNTIL THE BEGINNING OF THE NEXT MONTH** for the sums due in respect of all Goods and Services delivered and/or provided during the previous **MONTH**, and the Customer shall pay the sums shown to be due by **BACS PAYMENT**, to such bank account as the Supplier may from time to time nominate, within **THIRTY** Business Days from the date on which each invoice is submitted by the Supplier. **CREDIT CHECK SHALL CONFIRM ABOVE..**
- 8.8 If either Party fails to pay on or before the due date any amount which is

payable to the other Party under this Agreement then, without prejudice to any other right or remedy of the other Party:

8.8.1 That amount shall bear interest from the due date until payment is made in full at the rate of **12%** above the **RBS** base rate, both before and after any judgment; and

8.8.2 In the case of an outstanding sum due and payable from the Customer, the Supplier shall be entitled to suspend deliveries of the Goods and/or provision of the Services until the outstanding sum has been received by the Supplier. **FURTHER MORE ALL ADMIN COSTS SHALL BE ADDED IN FULL AS AND WHEN REQUIRED.**

9. Confidentiality

9.1 Each Party undertakes that, except as provided by sub-Clause 9.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for 8 years after its termination:

9.1.1 keep confidential all Confidential Information;

9.1.2 not disclose any Confidential Information to any other party;

9.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;

9.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

9.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 9.1.1 to 9.1.4 above.

9.2 Either Party may:

9.2.1 disclose any Confidential Information to:

9.2.1.1 any sub-contractor or supplier of that Party;

9.2.1.2 any governmental or other authority or regulatory body; or

9.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 9.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 9, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

- 9.3 The provisions of this Clause 9 shall continue in force in accordance with their terms indefinitely after the termination of this Agreement], notwithstanding the termination of this Agreement for any reason.

10. Indemnity

- 10.1 The Supplier shall indemnify the Customer against all actions, proceedings, claims, demands, costs, awards, losses or damages howsoever arising, as a result of any claim made by a third party against the Customer or the Supplier (save to the extent that such a claim is attributable to any acts or omissions of the Customer, its employees, agents or subcontractors):
- 10.1.1 For the infringement of intellectual property rights arising out of, or in connection with, the Goods and/or the Services (as applicable); or
 - 10.1.2 In relation to the Goods, arising out of, or in connection with, the Supplier's breach, negligence or failure or delay in the performance of its obligations under this Agreement; or
 - 10.1.3 In relation to the Services, arising out of, or in connection with, the Supplier's breach, negligence or failure or delay in the performance of its obligations under this Agreement; or
 - 10.1.4 For death or personal injury or for damage to property arising out of, or in connection with, any defects in the Goods (only to the extent that such defects are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors), and "defects in Goods" in this –sub-Clause 10.1.4 means any Goods supplied by the Supplier which either do not conform to the specification in Schedule 2 or which are defective within the meaning of Section 3 of the Consumer Protection Act 1987; or
 - 10.1.5 For death or personal injury or for damage to property arising out of, or in connection with, any performance of the Services (only to the extent that the same arises out of the acts or omissions of the Supplier, its employees, agents or subcontractors).
- 10.2 The indemnity set out in sub-Clause 10.1 shall apply provided that:
- 10.2.1 The Customer gives written notice to the Supplier of any claim or proceeding as soon as is reasonably possible following receipt of it;
 - 10.2.2 The Customer makes no admission of liability, agreement or compromise and gives the Supplier sole authority to defend or settle the claim or proceedings at the Supplier's cost and expense; and
 - 10.2.3 The Customer gives the Supplier all reasonable information, access and assistance in connection with any such claims or proceedings at the Supplier's cost and expense.
- 10.3 The Customer shall indemnify the Supplier against all actions, proceedings, claims, demands, costs, awards, losses or damages howsoever arising, as a result of any claim made by a third party against the Customer or Supplier for the infringement of intellectual property rights arising out of, or in connection with, the Goods (or, where relevant, the Services) to the extent that such a claim is attributable to the Customer, its employees, agents or subcontractors' use of any name, brand, logo or trade mark (registered or otherwise) or other identifier in relation to the Goods which in any way differs from, is additional to, or in place of that applied to the Goods supplied to the Customer by the

Supplier.

- 10.4 The indemnity set out in sub-clause 10.3 shall apply provided that:
- 10.4.1 The Supplier gives written notice to the Customer of any claim or proceeding as soon as is reasonable possible following receipt of it;
 - 10.4.2 The Supplier makes no admission of liability, agreement or compromise and gives the Customer sole authority to defend or settle the claim or proceedings at the Customer's cost and expense; and
 - 10.4.3 The Supplier gives the Customer all reasonable information, access and assistance in connection with any such claims or proceedings at the Customer's cost and expense.
- 10.5 Notwithstanding the provisions of sub-Clause 10.2.2, the Customer may nevertheless settle a claim without the Supplier's involvement or consent (but subject to giving the Supplier prior written notice of the terms of any such settlement) if it reasonably believes that failure to do so would be in any material way prejudicial to it.
- 10.6 Notwithstanding the provisions of sub-Clause 10.4.2, the Supplier may nevertheless settle a claim without the Customer's involvement or consent (but subject to giving the Customer prior written notice of the terms of any such settlement) if it reasonably believes that failure to do so would be in any material way prejudicial to it.
- 10.7 Nothing in this Clause 10 shall restrict either Party's general duty at law to mitigate losses that it may suffer or incur as a result of any matters that may give rise to a claim under this Clause 10.

11. **Limitation of Liability**

- 11.1 This Clause 11 sets out the entire financial liability of the Parties (including that for the acts or omissions of their employees, agents or subcontractors) to each other for any breach of this Agreement; any use made by the Customer of the Goods or Services; and any representation, statement or tortious act or omission (including, but not limited to, negligence and breach of statutory duty) arising out of or in connection with this Agreement.
- 11.2 Subject to sub-Clause 11.3, neither Party shall be liable to the other, whether in contract, tort (including negligence), restitution, or for breach of statutory duty or misrepresentation for any loss of profit, loss of goodwill, loss of business opportunity, loss of anticipated saving, loss or corruption of any data or information, or any special, indirect or consequential damage or loss that may be suffered by the other Party that arises out of or in connection with this Agreement.
- 11.3 Nothing in this Agreement shall limit the liability of either Party to the other for fraud or fraudulent misrepresentation, for deliberate default or wilful misconduct, or for death or personal injury arising out of negligence.
- 11.4 Nothing in this Agreement shall limit the liability of either Party to the other for breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or for breach of Section 2 of the Consumer Protection Act 1987.
- 11.5 Nothing in this Agreement shall exclude or limit the liability of either Party under or in respect of any of the indemnity provisions of Clause 10.
- 11.6 Without prejudice to Clause 10 or to sub-Clauses 11.2, 11.3 or 11.4, the total

liability of the Supplier arising out of or in connection with this Agreement (whether in contract, tort (including negligence), restitution, for breach of statutory duty or misrepresentation or otherwise) shall be limited to **£ A SPECIFIC VALUE GIVEN BY DCS** in respect of any and all other acts or omissions occurring in each Year.

- 11.7 Without prejudice to Clause 10 or to sub-Clauses 11.2, 11.3 or 11.4, the total liability of the Customer arising out of or in connection with this Agreement (whether in contract, tort (including negligence), restitution, for breach of statutory duty or misrepresentation or otherwise) shall be limited to **£ A SPECIFIC VALUE GIVEN BY DCS** in respect of any and all other acts or omissions occurring in each Year.

12. Force Majeure

- 12.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 12.2 In the event that a Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of TWELVE MONTHS, the other Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for any and all Goods delivered and/or any and all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.

13. Term and Termination

- 13.1 This Agreement shall come into force on **START DATE** and shall continue for a Term of **60 MONTHS** from that date, subject to the provisions of this Clause 13.
- 13.2 Either Party shall have the right, exercisable by giving not less than **SIX MONTHS** written notice to the other at any time prior to the expiry of the term specified in sub-Clause 13.1 (or any further period for which this Agreement has been extended pursuant to this provision) to extend this Agreement for a further period of **12 MONTHS**.
- 13.3 Either Party may terminate this Agreement by giving to the other not less than **SIX MONTHS** written notice, to expire on or at any time after **THIRTY DAYS**.
- 13.4 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:
- 13.4.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within **THIRTY** Business Days of the due date for payment;
- 13.4.2 the other Party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy

- it within **THIRTY** Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
- 13.4.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
- 13.4.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- 13.4.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);
- 13.4.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
- 13.4.7 that other Party ceases, or threatens to cease, to carry on business; or
- 13.4.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 13, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 13.5 For the purposes of sub-Clause 13.4.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 13.6 The rights to terminate this Agreement given by this Clause 13 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

14. Effects of Termination

Upon the termination of this Agreement for any reason:

- 14.1 any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;
- 14.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;
- 14.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
- 14.4 subject as provided in this Clause 14 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 14.5 each Party shall (except to the extent referred to in Clause 9) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

15. **No Waiver**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

16. **Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

17. **Costs**

Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

18. **Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Agreement or any other agreement at any time.

19. **Assignment and Sub-Contracting**

19.1 Subject to sub-Clause 19.2 This Agreement is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

19.2 The Supplier shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Supplier.

20. **Relationship of the Parties**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

21. **Non-Solicitation**

21.1 Neither Party shall, for the term of this Agreement and for a period of **SIXTY MONTHS** after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by t

he other Party at any time in relation to this Agreement [without the express written consent of that Party].

- 21.2 Neither Party shall, for the term of this Agreement and for a period of **SIXTY MONTHS** after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party [without the express written consent of that Party].

22. **Third Party Rights**

No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

23. **Notices**

- 23.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

- 23.2 Notices shall be deemed to have been duly given:

23.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

23.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

23.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

23.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

24. **Entire Agreement**

- 24.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

- 24.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in this Agreement.

- 24.3 By doing Business with DALZIEL CLEANING SERVICES the CUSTOMER agrees to the Conditions of this Agreement in full.

25. **Counterparts**

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the

same instrument.

26. **Severance**

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

27. **Dispute Resolution**

27.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

27.2 [If negotiations under sub-Clause 27.1 do not resolve the matter within **90 DAYS** of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.]

27.3 [If the ADR procedure under sub-Clause 27.2 does not resolve the matter within **90 DAYS** of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

27.4 The seat of the arbitration under sub-Clause 27.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required. **If this needs to be changed to a Scottish Law then this is acceptable here.**

27.5 Nothing in this Clause 27 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

27.6 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 27 shall not be final and binding on both Parties.

28. **Law and Jurisdiction**

28.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of **SCOTLAND**.

28.2 Subject to the provisions of Clause 27, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of **SCOTLAND**.

SIGNED for and on behalf of the Supplier by:
DREW DALZIEL of DALZIEL CLEANNG SERVICES

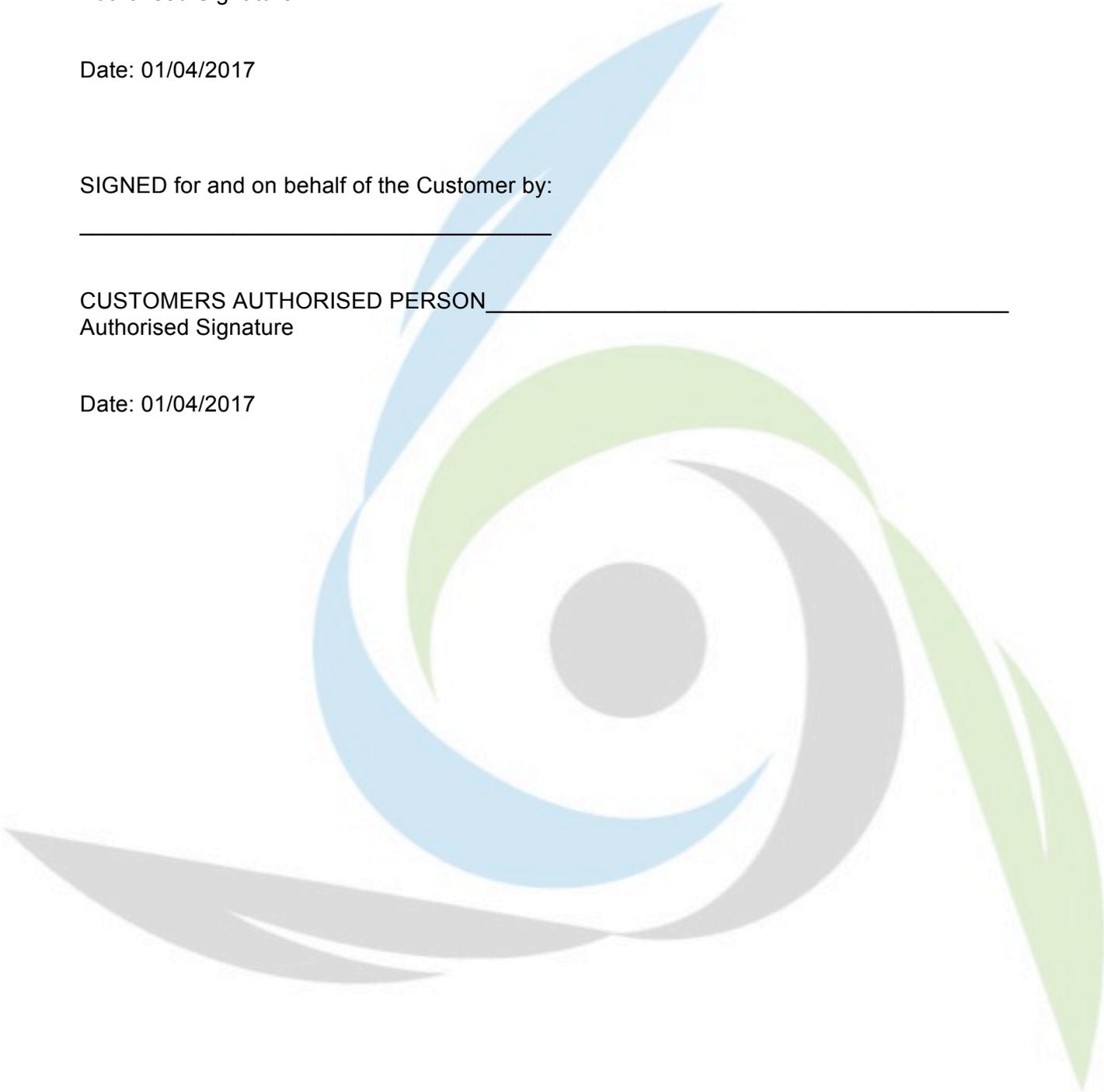
DREW DALZIEL: _____
Authorised Signature

Date: 01/04/2017

SIGNED for and on behalf of the Customer by:

CUSTOMERS AUTHORISED PERSON _____
Authorised Signature

Date: 01/04/2017



(IF NO SIGNATURES CAN BE OBTAINED – IT IS ACCEPTABLE THAT TO CONTINUE TO DO BUSINESS WITH DALZIEL CLEANING SERVICES THEN THIS IT IS ACCEPTABLE TO THEN PLACE THE CONTRACT AS LIVE AND THAT THE CUSTOMER ACCEPTS OUR TERMS AND CONDITIONS)

SCHEDULE 1

The Goods

Dalziel Cleaning Services will supply a wide range of GOODS at extremely competitive prices
A price list of items can be made available at any time.



SCHEDULE 2

Specification of Goods

All goods will be manufactured to the correct UK standards at all times.

If a specified requirement is asked for then we shall aim to get these items as quick as possible.

Please send any specifications to us at any time.



SCHEDULE 3

The Services

The Main Key Services are Commercial Office Cleaning Services



SCHEDULE 4

Goods Price List

The Goods Price List will be emailed separately and also updated as deemed necessary.



SCHEDULE 5

Services Price List

A tailored and specific range will be gathered for you



Please call or email for a FOC quotation.