M & D CLEANING SERVICES

Terms and Conditions

Commercial cleaning services across the East Midlands

These Terms and Conditions govern the provision of cleaning services by M & D Cleaning Services ("the Company", "we", "our", or "us") to the client ("the Client", "you", or "your").

1. Services

1.1 The Company shall provide commercial cleaning services as detailed in the agreed quotation.

1.2 Services shall be provided in accordance with the agreed cleaning specification and frequency.

1.3 The Company shall provide services for 52 weeks per year, subject to the provisions relating to bank holidays, access restrictions, force majeure, or otherwise agreed in writing by both parties.

2. Cleaning Equipment and Materials

2.1 Unless otherwise agreed in writing, all cleaning equipment, machinery, tools, and materials supplied by the Company shall always remain the sole property of the Company.

2.2 The Client shall not use, remove, lend, alter, or permit the use of any Company-owned equipment by third parties without prior written consent.

2.3 Upon termination of the Agreement, the Client shall provide the Company with access to collect all Company-owned equipment and materials without delay.

3. Access to Premises

3.1 The Client shall provide safe and unrestricted access to the premises during agreed cleaning times.

3.2 The Client shall provide reasonable access to electricity, water, and welfare facilities necessary for the performance of the services.

3.3 Where access is unavailable at the agreed time and the Company has not been provided with reasonable notice, the scheduled clean may be chargeable in full.

4. Bank Holidays

4.1 Where cleaning services are scheduled on a Bank Holiday, the Company shall endeavour to reschedule the service to an alternative mutually agreed day.

4.2 For contracts providing one (1) clean per week or two (2) cleans per week, any scheduled clean falling on a Bank Holiday shall be moved to an alternative day within the same week wherever reasonably practicable.

4.3 The rescheduling of Bank Holiday cleans shall not affect the monthly contract charge.

5. Charges and Payment

5.1 Charges for the Services shall be as specified in the agreed quotation, proposal, or contract.

5.2 Invoices will be issued at the end of each calendar month.

5.3 Payment is due within thirty (30) days of the invoice date.

5.4 The Company reserves the right to charge statutory interest and compensation on overdue accounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5.5 Any additional services requested by the Client outside the agreed scope of work shall be charged separately at the Company's prevailing rates.

6. Term and Termination

6.1 This Agreement shall commence on the agreed start date and continue until terminated in accordance with these Terms and Conditions.

6.2 Either party may terminate this Agreement by providing not less than four (4) weeks' written notice to the other party.

6.3 The Company reserves the right to terminate the Agreement immediately where:

- The Client fails to make payment within the agreed terms;
- The Client commits a material breach of this Agreement;
- The working environment poses a risk to health and safety.

6.4 All outstanding invoices shall become immediately due and payable upon termination.

7. Service Standards

7.1 Any concerns regarding cleaning standards should be reported within forty-eight (48) hours of the service being completed.

7.2 The Company shall be given a reasonable opportunity to inspect and rectify any verified service issue before any claim shall arise.

8. Health and Safety

8.1 The Company shall comply with all applicable health and safety legislation and regulations.

8.2 The Client shall notify the Company of any hazards, dangerous substances, restricted areas, or site-specific safety requirements.

8.3 The Company reserves the right to suspend services where conditions are considered unsafe.

9. Liability

9.1 The Company shall maintain appropriate Public Liability Insurance.

9.2 The Company's liability for loss or damage arising from the Services shall be limited to the value of the Services provided during the preceding three (3) months.

9.3 The Company shall not be liable for indirect, consequential, or financial losses, including loss of profits or business interruption.

10. Confidentiality

10.1 Both parties shall maintain the confidentiality of any business, commercial, or personal information obtained during the course of the Agreement.

11. Force Majeure

11.1 Neither party shall be liable for delays or failure to perform obligations due to causes beyond their reasonable control, including severe weather, industrial disputes, utility failures, pandemics, or government action.

12. Governing Law

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

12.2 Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Key Commercial Terms Summary

- Cleaning equipment remains the property of the cleaning company.
- Invoices raised at the end of each month.
- Payment due within 30 days of invoice date.
- Four weeks' written notice by either party to terminate.
- Services provided over 52 weeks per year.
- One-day and two-day-per-week cleans falling on Bank Holidays are moved to an alternative day.