

# Service Agreement T+C's

## 1. PARTIES AND CONDITIONS

### 1.1 In this agreement:

'Eden' means Eden Washroom Services Limited (CRN: 05482158, Registered Office at 5B Bolton Road, Wath-Upon-Dearne, Rotherham S63 7JY)

'Customer' means the company, firm or person as set out overleaf.

'Equipment' means any equipment provided by Eden during the course of supplying the Services other than Products.

'Products' means any consumables the title of which passes to the Customer.

'Replacement value' means the cost of replacing Equipment with new Equipment in accordance with Eden's current price list as published from time to time.

'Services' means the services to be provided by Eden under the Contract as set out overleaf.

'VAT' means value added tax chargeable for the time being and any similar additional tax.

### 1.2 Other terms are defined overleaf.

### 1.3 Headings in these conditions shall not affect their interpretation.

### 1.4 A reference to writing does not include faxes.

### 1.5 These conditions apply to and shall be incorporated into the Contract and prevail over any inconsistent terms and conditions contained or referred to in the Customer's purchase order, confirmation of order, quote acceptance or any document supplied by the Customer, or upheld by law, trade customs, practice or course of dealing.

## 2. SERVICE

Eden will provide the Service to the Customer in accordance with the Contract.

## 3. DURATION AND TERMINATION

### 3.1 Subject to clauses 3.2 and 4.6, the contract shall be for a 36 month period from the Commencement Date. The Customer must give Eden no less than 3 months notice in writing prior to the end of the minimum period (36 months, unless stated within the additional information section of this agreement). If the contract has not been terminated in accordance with this it will automatically become an annual contract renewing each year on the anniversary of the commencement date.

Please send all termination correspondence via email to [info@edenhygiene.co.uk](mailto:info@edenhygiene.co.uk)

### 3.2 Eden may immediately terminate this agreement if the Customer fails to correct any breach of the Contract within a period of 7 days of being notified of the breach; or if the Customer ceases or threatens to cease to trade, has a receiver or manager appointed over any of its assets, enters into any composition or arrangements with its creditors, becomes unable to pay its debts when due (as defined by the Insolvency Act 1986) or if a petition is presented for a bankruptcy, winding up or administration order, or the Customer is otherwise insolvent.

## 4. CHARGES

### 4.1 The charges payable by the Customer for the Goods and Services shall be set out overleaf or if no price is set out overleaf, as set out in Eden's current price list from time to time.

### 4.2 Charges shall be due and payable annually in advance without deduction or set off and the first such payment shall include any installation charges set out overleaf. The charges take account of annual and public holidays and absenteeism. Credit will not be authorised when delivery schedules have to be revised as a result of public holidays or for any other reason beyond Eden's reasonable control.

### 4.3 In the event of non-payment or late payment by the Customer, Eden reserves the right to suspend the provision of Services until all outstanding amounts have been paid and/or charge interest on any overdue sum at the rate of 3% per annum above the base rate of HSBC Bank Plc. Eden may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

### 4.4 Charges exclude VAT, which Eden shall add to its invoices at the appropriate rate.

### 4.5 The obligations of the Customer (including without limitation payment of charges) will continue during any period of suspension of the Services for non-payment.

### 4.6 The Customer agrees that Eden may review and increase its Charges set out overleaf once in any 12 month period, if Eden gives the Customer at least three months written notice.

### 4.7 Time for payment shall be of the essence of the Contract, and all sums payable to Eden shall become due immediately on its termination, despite any other provision, but without prejudice to any right to claim interest.

## 5. OWNERSHIP OF ITEMS SUPPLIED

### 5.1 Except for goods indicated as purchased outright overleaf, all other equipment supplied shall remain the property of Eden and the Customer shall not sell or do anything which is inconsistent with Eden's title in that Equipment.

### 5.2 In relation to Goods purchased, the title of the goods will only pass to the Customer on Eden receiving full payment in cleared funds for all amounts due from the Customer.

## 6. CUSTOMER OBLIGATIONS

### 6.1 The Customer will not at any time permit any Equipment belonging to Eden to be removed, cleaned or repaired or maintained other than by Eden or its authorised representative.

### 6.2 The Customer will pay to Eden the replacement value of any Equipment lost, damaged, misused or destroyed whilst in its care. The Customer shall ensure the Equipment's security and to procure insurance against loss or damage to the Equipment and to notify Eden in writing of any loss or damage as soon as it is discovered. The Customer shall not remove any labels or signs indicating that any Equipment belongs to Eden.

### 6.3 Only Goods supplied by Eden may be dispensed from Equipment supplied by Eden.

### 6.4 The Customer shall provide Eden with full details of any Equipment in its possession that becomes affected or contaminated with dangerous, toxic, adhesive or inflammable substances. Eden reserves the right to refuse to collect, accept delivery of, or process any such Equipment.

### 6.5 The Customer shall permit any person authorised by Eden to enter premises owned or occupied by the Customer at all reasonable times to inspect Eden's Equipment; to carry out stock checks, and to repossess its Equipment.

If in the event of termination of the Contract the Customer prevents or hinders Eden from collecting its Equipment, or the Equipment when collected is found to be damaged or the Equipment is lost, Eden will be entitled immediately to charge the Customer with the full Replacement value of that Equipment such charges being payable immediately.

### 6.6 Eden will exercise all reasonable care in removing its Equipment from the Customer's premises, but it will not be responsible for restoring the walls and surfaces of those premises (and any electrical and other connections to other utilities) to their original state prior to the installation of the Equipment.

## 7. ASSIGNMENT

Eden shall be at liberty to assign this agreement with all its rights and liabilities to any person, firm or company but the Customer may only do so with Eden's prior written consent.

## 8. EDEN LIABILITY

### 8.1 The liability of Eden to the Customer for any breach of Contract, any use made by the Customer of the Equipment or Services and any representation, statement or tortious act or omission (including negligence) arising under in connection with the Contract shall be limited to the price paid for Services in the six months preceding the breach; and any loss or damage to the Customer's premises shall not exceed £2 million in relation to any one incident or series of related incidents.

### 8.2 Eden shall have no liability for any loss of profit or other indirect or special consequential loss howsoever caused.

### 8.3 Nothing in the Contract limits or excludes the liability of Eden for death or personal injury resulting from negligence or for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Eden.

## 9. VARIATION

Any variation of the contract must be in writing and signed by a Director of Eden.

## 10. NOTICE

Any notice shall be deemed valid if left or sent by trackable signed-for pre-paid post to the registered office of the other party. If sent by post, the notice shall be deemed to have been received 48 hours after the time of posting. If sent by email the notice shall be deemed to have been received immediately.

## 11. FORCE MAJEURE

Eden shall be released from its obligations to the extent that it is unable to perform its obligations as a result of any circumstances beyond its reasonable control (including (without limitation) any industrial action of its workforce).

## 12. The parties submit to the exclusive jurisdiction of the English courts.