

# **Innovative Hygiene Supplies Ltd Terms & Conditions:**

## **1. INTERPRETATION**

1.1 In this Conditions:

“the Company” means Innovative Hygiene Supplies Limited (IHS Ltd)

“the Customer” means the person or company who purchase the Services or Goods

“the Service” means any service Innovative Hygiene Supplies Limited supplies to the Customer under the Contract.

“the Quotation” means the Company’s written quotation for the services or goods supply.

“the Agreement” means the contract for the provision of Service made between the Company and the Customer, including these Conditions

“the Goods” means any items, units, equipment or other goods which Innovative Hygiene Supplies Limited supplies to the Customer under, or relating to an Agreement.

## **2. GENERAL**

2.1 These Conditions apply to all contracts for the supply of services or goods entered into by the Company. Neither the Customer nor the Company shall be bound by any variation or waiver of the Contract, except as agreed by both parties in writing and signed on their behalf.

## **3. QUOTATION VALIDITY PERIOD**

3.1 Any quote is valid for three months. The three months period commences from the date of the quotation. Quotations accepted after this period may require re-quoting.

## **4. AGREEMENT STARTS DATE AND ACCEPTANCE OF TERMS AND CONDITIONS**

4.1 The agreement for services/supplies runs from the date that you:

- (i) signed it;
- (ii) sent it via e-mail
- (iii) Verbal agreement

\*If none of these apply to you, the agreement starts when you start taking the service or supply.

4.2 The Customer's request or order for services and/or goods is accepted by Innovative Hygiene Supplies Limited when all credits checks have been completed satisfactorily in accordance with condition 4.3.

4.3 Innovative Hygiene Supplies Limited's acceptance and formation of the Agreement is conditional upon satisfactory credit checks on the Customer, its directors, partners or principals as Innovative Hygiene Supplies Limited considers necessary. If such credit checks are not to Innovative Hygiene Supplies Limited's satisfaction, Innovative Hygiene Supplies Limited reserves the right to request advance payment prior to installation. If payment is not received the installation will not proceed and the Agreement will be cancelled/ rejected (without liability).

## **5. AGREEMENT TYPE**

5.1 Cleaning/ Periodical Service Agreement – One-year minimum agreement. Three calendar month's notice is required in writing prior to the anniversary date or at the end of any subsequent term, otherwise, agreement will be extended for a further one year. In the events the Customer fails to provide notice in accordance within his condition, condition 7.1.2 shall apply.

## **6. ACCOUNTS**

6.1 All invoices to be paid in full within 14 days from the date of the invoice.

6.2 If the Customer fail to make payments Innovative Hygiene Supplies Limited reserves the right (without prejudice to its other right and remedies) to charge interest on all sums remaining unpaid after the due date, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 at the rate the of 24% over the current Bank of England base rate together with late payment charges as set out in the Act. (A part of the month being treated as a full month for the purposes of calculating interest).

6.3 (without being in breach to the Customer) Innovative Hygiene Supplies Limited reserves the right to suspend services if invoices are not paid by the due date. Services will be restored immediately after receiving outstanding payment amount in full. During the suspension, charges will continue to be applied as usual.

## **7. TERMINATION**

7.1 In the event the Customer terminates the Agreement during the initial term pursuant to conditions 5.1 the Customer shall pay to Innovative Hygiene Supplies Limited:

7.1.1 All amounts due to that would have been payable under the agreed minimum term of the contract if the contract is cancelled before the end of the agreed period. If the agreement is for a variable quantity of goods/services the amount payable in will be calculated at 70% of the average (calculated over the last 6 months).

7.1.2 In the events the Customer terminates the Agreement after the Initial term and fail to give notice or adequate notice in accordance with condition 5.1 the Customer shall pay forthwith to Innovative Hygiene Supplies Limited all amounts due and that would have been payable under the Agreement.

7.2 Upon termination of this Agreement how so ever arising:

7.2.1 All Goods remain the property of Innovative Hygiene Supplies Limited unless bought outright, and will be collected at the end of an Agreement.

7.3 No employee of Innovative Hygiene Supplies Limited is permitted to be hired by the customer within a 12 month period from the termination date.

## **8. SERVICE**

8.1 The Company shall carry out with reasonable skill and care the Services for the Customer as described in the Quotation and in the accompanying specification if supplied.

8.2 In respect of Cleaning Agreement only;

8.2.1 Innovative Hygiene Supplies Limited reserve the right to charge for the additional service provide on bank holidays. Monthly invoices are not reduced for shutdowns over holiday periods e.g. Easter, Christmas and New Year;

8.2.2 One off customer requests for additional duties will be subject to an extra charge to cover the additional cleaner(s) and management time. Cost ex vat: will be quoted to the customer and upon acceptance the work will be carried out.

8.2.3 A duplicate set of keys is required in case of emergencies and illness.

## **9. PRICE**

9.1 The price for the Service/Goods shall be the price set out in the Agreement and is exclusive of any value added tax which shall be added to the sum in the quotation.

9.2 Innovative Hygiene Supplies Limited reserves the right, to amend Agreement price of the Goods and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or any delay. caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

9.2.1 In respect of Cleaning/Periodicals Agreement.

(i) by giving written notice to Customer prices are adjusted on annual basis in April