

# Service Contract Agreement Terms & Conditions Document

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- 1) **PARTIES:**  
TRUST HYGIENE SERVICES LIMITED whose address for service within the jurisdiction of the Courts of England is Sutherland Avenue, Wolverhampton, West Midlands, WV2 2JH (hereinafter referred to as the owner and or Service Provider). The person(s)/Company as detailed in the FIRST SCHEDULE, whose address for service within the jurisdiction of the Courts of England is detailed in the FIRST SCHEDULE (hereinafter referred to as the hirer).
- 2) **DEFINITIONS:**  
The following terms shall have the following meanings,  
2.1 **We/us/our/owner/service provider:** means Trust Hygiene Services Limited.  
2.2 **You/your/yourself/hirer/producer:** shall mean the person or business (as the case may be) set out in the first schedule.  
2.3 **Term:** the period of the rental agreement being from the date of commencement of the hire period specified as start date until the date of the return of the equipment by the hirer as specified and hereunder.  
2.4 **Equipment and or Service:** shall be exclusively the equipment and or service as set out within the second schedule with no variation whatsoever and shall include each and every component part record manual and handbook for each and every place of equipment and or service and all replacements renewals of additions to the substitutions for the equipment and or service from time to time shall form an integral part of them and shall become the property of the owner and subject to this agreement. OR/AND 2.4 – Services: 'means any service carried out by Trust Hygiene Services Limited or any associated service requested by you & to be provided by us as set out in our agreement or contract'.
- 3) **THE AGREEMENT:**  
3.1 The owner and or service provider agrees to hire to the hirer for the term the equipment and or service solely under these terms and conditions for the rental as set out within the SECOND SCHEDULE.  
3.1.1 The hirer may indicate their intention to terminate this agreement at the expiration of the minimum period of hire, by 3 months notice in writing prior to the anniversary date. Failure to do so will automate an extension of this agreement for the same period of time as specified in the minimum period of hire. Where no minimum period of service/rental is specified, then the 3 months notice in writing will take effect from the last day of the period specified on the most recent invoice. Any written notice of cancellation will only be accepted in writing on company headed paper.  
If the hirer wishes to extend the agreement the hirer may do so without any notice to the owner and or service provider and thereafter the agreement will continue under the agreement until the hirer terminates the agreement as by clause 3.1.1. Above.  
3.1.2 If the hirer refuses/declines or rejects our service while under contract to us then the owner/service provider will invoice the hirer our minimum collection charge or the average of the previous month's charges.  
3.1.3 If your account is suspended due to non payment upon re-commencement a charge may apply.  
3.1.4 Rollover period is as specified by the minimum hire period.  
3.1.5 If the waste producer falls below the contracted volumes then the service provider shall invoice the average of the previous month's invoices.  
3.1.6 Trust Hygiene Services Ltd will not take any waste that is in a split bag or is not sealed with a cable tie. It is the responsibility of the waste producer to ensure that all storage units are kept clean at all times and that any split bags are re-bagged. Due to health and safety each waste sack should not weigh over 5kg as stipulated. All waste must be identified with your account code clearly marked on each separate item. All overweight bags will be recorded on the service card and any bags exceeding the 5kg weight will be charged for at the current disposal rate.
- 4) **CONDITIONS WARRANTIES AND EXCLUSIONS**  
The equipment and or service is selected by the hirer and the owner and or service provider does not let or supply the equipment and or service with any representation concerning the condition, performance, or qualities of the equipment and or service or with subject to any condition or warranty, express or implied, by statute common law or otherwise; and all such representations, conditions, warranties whether relating to the capacity age quality description condition leasing possession transportation or use of the equipment and or service or to the merchantability or suitability or fitness of the equipment for a particular purpose or any purpose are excluded.  
4.1.1 The owner and or service provider shall not be liable to the hirer in contract or tort for any loss injury or damage arising by reason of any defects in the equipment and or service whether such defects be latent or patent or apparent on examination (other than liability for death or personal injury arising from the negligence of the owner and or service provider).  
4.1.2 The owner and or service provider shall not be liable for any statement condition warranty or representation made by any supplier dealer agent broker or other person through whom this transaction may have been introduced negotiated or conducted.
- 5) **MAINTENANCE AND SERVICE**  
5.1 By this agreement the owner and or service provider provides a full repair and maintenance service on the equipment and or service given reasonable notice (fair wear and tear accepted) without charge to the hirer.  
5.1.1 Damage to the equipment caused by acts of negligence, vandalism, distress to the equipment and components and materials will be charged for by the owner and or service provider at the owner(s) and or service providers' usual professional rate.  
5.1.2 Where the equipment and or service include consumable items these will be supplied at no additional cost unless specified to the contrary.  
5.1.3 The owner and or service provider may at its absolute discretion replace or substitute the equipment and or service as detailed within the schedules and in that event the replacement equipment and or service shall be subject to this agreement mutates mutandis.  
5.1.4 For any additional services carried out outside the SECOND SCHEDULE will be deemed emergency service incurring a call out charge.
- 6) **COVENANTS OF THE HIRER**  
The hirer (and if there is more than one each jointly and severally) agrees:  
6.1 **Payment:** to pay punctually and without demand deduction counterclaim or set-off to the owner and or service provider at the address above or to the order of the owner and or service provider of the rentals as set out within the TERMS AND SERVICE specified.  
6.1.1 That time shall be of the essence in respect of the payment above and it is a condition of the agreement that failure to pay any sums due within 14 days of receipt of invoice shall be a repudiation of the agreement.  
6.1.2 Our standard payment terms are that payment for goods shall be made to us by you in full within 30 days net unless otherwise agreed.  
6.1.3 Payment will not be deemed to have been made until any/and or cheques, drafts & bills by which payment is to be affected has been cleared or honoured as the case may be.  
6.1.4 If any payment falls into arrears we may cancel or postpone performance of any contract with you in whole or in part.  
6.1.5 If the hirer falls in breach of contract then the hirer shall be due to pay 50% of the contract value.  
6.1.6 Should we issue proceedings against you all outstanding invoices will be due for payment immediately.  
6.1.7 If the hirer sends a payment that requires re-presenting to the bank or if payment is returned by the bank, then the hirer shall be liable for any additional bank charges/administration charges incurred.  
6.2 **Inspection:** to inspect the equipment and or service upon delivery and to notify the owner and or service provider within seven days in writing of any defect therein. If no notification is given that shall be conclusive evidence that the equipment and or service is complete and in good order and condition and fit for the purpose for which the equipment and or service is required.  
6.3 **Safekeeping of equipment:** to supply or cause to be provided suitable mains utilities and services for the safe installation of the equipment.

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- 6.3.1 To look after and use the equipment in a skilful and proper manner and in accordance with any operating instructions and to ensure as best as possible that the equipment is used according to the designed users.
- 6.3.2 Such supply to be readily accessible and capable of accepting the equipment and or service and terminating in an acceptable point of supply.
- 6.3.3 Not to assign, sub-let, sell or attempt to sell, charge, guarantee as security or create or allow any lien for repairs or otherwise, part with possession or dispose of the equipment without the express written permission of the owner and or service provider who shall be at liberty to withhold any permission without giving any reason.
- 6.3.4 Not to make any alteration or any modification to the equipment and not remove any existing component from the equipment unless it is replaced immediately by the same component or by one of a like made and model to that removed.
- 6.3.5 To keep or procure to be kept throughout the term accurate complete and current records of all maintenance carried out to the equipment.
- 6.3.6 Not to allow the equipment to be the subject of any distress action.
- 6.3.7 To obtain effect and keep effective all permissions licences and permits and to pay all rents taxes and charges which may from time to time be required in connection with the business in relation to the equipment and or service and its use.
- 6.3.8 To comply with all statutory and other obligations of all kinds in relation to the equipment and or service and the use of it and at the hirer's own expense to add to or install with the equipment and or service and the use of it any safety or other equipment and or service required by any applicable law or regulation;
- 6.3.9 To indemnify the owner and or service provider against all losses charges and damages however incurred by the owner and or service provider by reason of failure by the hirer to comply with the above.
- 6.3.10 To notify the owner and or service provider immediately in writing of any damage to the equipment other than normal wear and tear.
- 6.3.11 Not to realise the equipment without prior notice to the owner.
- 6.4 **Insurance:** to insure the equipment and keep the equipment insured throughout the term for full replacement value against all risks on a comprehensive policy without restriction or excess.
- 6.4.1 To insure the owner and or service provider and the hirer as joint assureds against all liabilities to thirds persons for death personal injury and damage to loss of property arising directly or indirectly out of the use possession or operation of the equipment (and for the avoidance of doubt to include any operation under 6.6. below) in any event for at least the sum of £2,000,000 and; to pay punctually all premiums due for such insurance and to produce on request (but understanding that such request will not normally be made) to policy or policies together with evidence of payment of the premiums.
- 6.5 Return of equipment: to remove and return the equipment in the event of premature termination for whatsoever reason or repudiation by whichever party of the agreement.
- 6.5.1 In the event of the owner and or service provider actually removing or retaking the equipment and or service then the hirer will indemnify the owner and or service provider in the costs of so doing.
- 6.5.2 To inform the insurers chosen by the hirer under 6.4.1 above of the hirer's responsibility herein.
- 6.6 Disposal: where the equipment and or service consists of, or party consists of, or receives or stores disposable items the hirer will dispose of such items or arrange the disposal so as to comply with each and every statutory regulation, bye-law, trading control then in force.
- 6.6.1 To dispose of any such items so as to ensure the safe disposal of such items and as not give rise to any liability to any person, body corporate, statutory authority, Borough, Association, the Crown or any other whatsoever.
- 7) HIRERS INDEMNITY:**
- 7.1 The hirer will indemnify the owner and or service provider against all loss actions claims proceedings (whether criminal or civil) costs legal expenses (on a full indemnity basis) insurance premiums and calls liabilities judgements damages or other sanctions whenever arising directly or indirectly from the hirer's failure to carry out its duties under this agreement or the design manufacture or overhaul of the equipment and or service.
- 8) TERMINATION BY THE OWNER AND OR SERVICE PROVIDER FOR DEFAULT OF THE HIRER:**
- 8.1 Without prejudice to the owner(s) and or service provider(s) right to arrears of rental or other sums due or for damages for breach of this agreement, the owner and or service provider may terminate the hiring under this agreement on the occurrence of any of the following events:
- 8.1.2 If the hirer defaults on any payment of rentals or any sums agreed to be paid under this agreement.
- 8.1.3 If the hirer shall be in breach of any of this agreement.
- 8.1.4 If the equipment and or service and materials are not kept free from distress or if the hirer shall do or allow to be done any act or thing which may prejudice or endanger the owner(s) and or service provider(s) property or rights in the equipment and or service.
- 8.1.5 If the hirer shall die, or have a bankruptcy order made against them shall have a receiving order levied against them to be liquidated or wound up or have a petition for winding up presented against them or pass a resolution for voluntary winding up.
- 8.1.6 If the hirer shall abandon the equipment and or service.
- 9) CONSEQUENCES OF TERMINATION**
- 9.1 If the agreement is terminated prematurely appertaining to the contract hire period for any reason then the hirer shall be invoiced 50% of the remaining contract value.
- 10) INTEREST**
- 10.1 If any of the rentals or any other sums payable under this agreement shall not be paid when due the hirer shall pay to the owner and or service provider the interest on them calculated on a daily basis and compounded daily from the due date until payment at the rate of 5% per annum over the Barclays Bank Plc' base rate from time to time.
- 11) HANDLING CHARGE**
- 11.1 Goods supplied in accordance with a customers order may later be returned to us at our discretion provided the goods are unused. The customer will be required to pay us a handling charge of between 15% to 30% of the then current list price of such returned goods, dependant on the condition of the goods.
- 12) GENERALLY**
- 12.1 The owner and or service provider shall at all times retain the ownership of the equipment and or service and the hirer shall have no interest in the equipment and or service save as is provided herein. Notwithstanding that the equipment and or service may have been affixed to any land or building the owner shall continue to be the owner and or service provider of it.
- 12.2 Any delay or failure of the owner and or service provider to exercise any right or remedy shall not constitute a waiver of it or of them and any of the owner's and or its provider's rights or remedies may be enforced concurrently and cumulatively to each other and shall not be regarded as exclusive.
- 12.3 This agreement contains all of the terms agreed between the parties except such variations as shall be agreed in writing between the owner and or service provider for the hirer.
- 12.4 Any written communications from the owner and or service provider to the hirer shall be sufficiently served if sent by prepaid post or letter delivered by hand to the address of the hirer as referred to above and if sent by post shall be deemed to have been received by the hirer 48 hours after the time of posting.
- 12.5 All sums payable under this agreement shall be paid together with the addition of such value added tax as is legally payable on those sums.
- 12.6 The continuance of this agreement or the hirer's liability for payment of the rentals and all other sums shall not be affected in any way by the loss, theft, total loss, or any damage to any defect in the equipment and or service whether latent or patent.
- 12.7 This agreement will only take effect if and when it is signed by the owner and or service provider.