

Swift Laundry Limited Standard Terms and Conditions

1 Introduction

1.1 Definitions

In these terms and conditions, the following words shall have the following meanings:

- 1.1.1 'we', 'us', 'Swift Laundry' or 'our' is a reference to Swift Laundry Ltd
- 1.1.2 'you', "the Hirer", "the Customer", or 'your' is a reference to the person to whom we are supplying Services and who is required to pay for the Services we supply
- 1.1.3 'Services' means the services that you order from us, or use of ours, which we supply to you, and which you are required to pay us for
- 1.1.4 'the Prices' means the prices that we have notified to you are payable for the Services.
- 1.1.5 "Your Premises" means that premises, as identified by you and agreed by us in the Completed Agreement as being your location for the purpose of the provision of the Services.
- 1.1.6 "Agreement" means our agreement with you.

1.2 Contact details

Our contact details are: Swift Laundry Ltd Unit 5, Underwood Business Park, Wookey Hole Road, Wells, Somerset BA5 1HH.

- 1.2.1 The proprietor(s) of Swift Laundry are: Miss Victoria Jones and Mr David Moon

2 Conditions applicable

The express provisions of these terms and conditions shall apply to the supply of the Services by us to you. Any provisions not set out in these terms and conditions, including those of yours which you apply or purport to apply, shall not be the terms and conditions concerning the supply of the Services by us to you, however such provisions are introduced (including but not limited to provisions included on purchase order(s), confirmations of order or similar documents) ('Your Provisions'). For the avoidance of doubt, you acknowledge and agree that we shall not be bound by any of Your Provisions and wherever there is a conflict or uncertainty the provisions contained in these terms and conditions shall prevail.

3 Orders

- 3.1 When you place an order (elect to use us as your supplier) with us you are making an offer to buy specified services at a specified price. At this stage there is not a binding contract between you and us.
- 3.2 We will acknowledge your order to confirm that we have received your order whether by email, telephone, fax or otherwise.
- 3.3 We will request such further information as we may require from you to process your order.
- 3.4 Once we have received all further information that we require from you to process your order, if we are able to accept an order from you, we will then provide you with an agreement ('Agreement') which will set out details of the services you have ordered, the prices that will be charged by us and payable by you for the services, the basis upon which we will provide the services, your obligations to us under the Agreement, and other relevant information about your order such as delivery information and delivery charges and a proposed commencement date for the Agreement.
- 3.5 We will provide you with a copy of these terms and conditions with the Agreement either as a separate document or printed in the same document (unless we have already provided you with terms and conditions as a result of previous orders, agreements, or otherwise in which case the most recent of such terms and conditions will apply to the Agreement unless otherwise notified by us to you). At this stage there will not be a binding contract between you and us.
- 3.6 We will require the return of the following signed by you: one copy of the Agreement; and (unless we have already provided you with terms and conditions as a result of previous orders, agreements, or otherwise and hold a signed copy) these terms and conditions. When we have received the same from you, to confirm that your order has been accepted we will sign the Agreement, date it, and send you a copy of the completed Agreement ('Completed Agreement'). The Agreement may be completed in two parts, in which event we will send you our completed part of the Completed Agreement. There will be a binding contract between you and us from the date of the Completed Agreement. These terms and conditions shall apply to that Agreement unless otherwise notified to you in writing.
- 3.7 The Completed Agreement will only cover the Services mentioned in it, subject to clause 3.8 below, and shall last for the agreement term ('the Agreement Term') specified in the Completed Agreement, as may be varied from time to time by in writing by the parties.
- 3.8 In some circumstances, you may require the provision of some Services in addition to those specified in a Completed Agreement, which may for example include where you require more Hired Articles. In such an event, the provisions in clause 3.1 to 3.3 shall apply and then, subject to us being able to accept your order and then being able to agree terms with you for the provision of the additional Services, we will require you to sign an addendum to the Completed Agreement which provides for the provision of the additional Services for the Agreement Term or such other term as may be agreed in respect of the additional Services.
- 3.9 In the instance stock increase addendum is not signed for any reason whatsoever, then the trading agreement of the customer will be increased automatically for 12 months. The customer in the instance that they do not wish to extend the contract beyond the contracted term may undertake to pay the replacement value of the interjected stock items.
- 3.10 Any Order made or adjusted by Swift Laundry staff of customers Own Stock will be deemed final and correct at all times.

4 Prices

- 4.1 You shall pay the prices ('the Prices') payable for the Services as stated on the invoices that we give you for the Services and not as may be stated in any quotation, estimate, or correspondence, or given orally.
- 4.2 We will seek to ensure that the Prices are calculated and are otherwise in accordance with the prices stated in the Completed Agreement or as may have otherwise been agreed between you and us from time to time in writing. If there is or there is likely to be any disparity between the two prices then we will let you know the reason for the disparity as soon as possible.

5 Provision of the Services

- 5.1 We will do our utmost to ensure that we provide the Services to you in accordance with the Completed Agreement or as may otherwise be agreed between you and us from time to time in writing.
- 5.2 We will take all reasonable steps to resolve any discrepancies or complaints that you may have or may raise with us in respect of our provision of the Services.
- 5.3 We will invoice the customer for "clean goods" delivered and for other goods requested from time to time.
- 5.4 We reserve the right in respect of 5.3 above to vary the clause and invoice/ take payment prior to delivery. Invoicing will thus be for "clean goods" or other items in hand and ready for delivery.
- 5.5 We will bill the customer for items of property lent to the customer, such as hamper bags and laundry cages (but not restricted too) that are withheld by the customer for a period of time longer than 30 days and not returned to us. These items will be billed to the customer at the current rate of replacement.

6 Hired Articles

- 6.1 A substantial part of our Services to you is likely to involve the supply by us by hire of specified items ('Hired Articles'), which we will (as part of our Services) collect from and deliver to you and launder and or dry clean.
- 6.2 The hired articles and article volumes will comprise of those items scheduled to the customer on one of the documents: Stock allocation list, first

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stock delivery letter or the first delivery note.

6.2.1 When stock is increased during the term, then the stock injection requests by the customer will serve to increase the volumes described in clause 6.2

6.3 You are only permitted to use the Hired Articles:

6.3.1 At Your Premises or as you and us may otherwise agree from time to time in writing.

6.3.2 For the purpose(s) identified by you and agreed by us in the Completed Agreement, or as you and us may otherwise agree from time to time in writing.

7 Description of the Hired Articles

7.1 You acknowledge and agree that any description given of or applied to the Hired Articles:

7.1.1 is only for the purpose of identifying the Hired Articles; and

7.1.2 is only for the purpose of identifying the Hired Articles; and

7.2 You further acknowledge that there will inevitably be some variation in the Hired Articles, including for example in, but not limited to, appearance, finish, colour, surface, and that you will agree to not unreasonably raise any issue with regard to the same.

8 Ownership of the Hired Articles

The Hired Articles shall at all times remain our property.

9 Risk in the Hired Articles

Risk in the Hired Articles passes:

9.1 From us to you when we have delivered the Hired Articles to you or you have collected the Hired Articles from us; and

9.2 From you to us when we have collected the Hired Articles from you or you have delivered the Hired Articles to us.

10 Loss and damage to Hired Articles

10.1 You shall be responsible at all times for:

10.1.1 Any Hired Articles that are in your custody possession care or control or, pursuant to clause 10 at your risk and for the avoidance of doubt this shall include reference to you, your agents, your employees, your contractors, your clients and customers, and any other individual or entity to whom you may give access to the Hired Articles; and

10.1.2 Any loss and or damage whatsoever and howsoever caused or resulting to any Hired Articles during any such period save for normal wear and tear.

10.2 You undertake to not, or to not allow, any Hired Articles to be:

10.2.1 Permanently spoiled defaced or used for any purposes other than the normal or usual purpose for which they were intended, or Infected or contaminated.

10.2.2 But, in the event of this howsoever occurring you shall notify us within one working day whereupon we shall have the right to inspect the respective Hired Articles pursuant to clause 10.6 below and shall be entitled to such remedy as is permitted (or appropriate) by or under these terms and conditions.

10.3 You shall make good and or recompense us for all or any loss and or damage that arises in respect of any Hired Articles that were or are in your custody possession care or, pursuant to clause 9 at your risk.

10.4 You shall ensure that the Hired Articles are insured against usual insurable risk and shall if required provide us promptly with evidence of such insurance upon demand

10.5 You will notify us in writing within one working day of you first becoming aware of any Hired Articles having been lost or damaged and provide us with such other details or information that we may require to assess the extent of the loss or damage including providing us promptly with all damaged Hired Articles.

10.6 We will inspect any Hired Articles which you have provided to us as being damaged or which we have received back from or collected from you in the ordinary course of providing the Services to determine the extent and nature of damage.

10.7 Within 14 working days of us undertaking our inspection pursuant to clause 10.6 above, we will notify you in writing of our findings and, if relevant, any action that we require you to take, including making good or recompensing us for damage.

10.8 Where you are required to make good and or recompense us pursuant to clause 10.3 above, the loss or replacement value of the lost or damaged Hired Articles shall be calculated on the basis of a multiple of 1.5 times the current pricing held at our offices, which will be based on the current replacement of the Hired Article, unless otherwise agreed with you in writing and you are required to remit payment to us for the said charges on and within the same payment terms as the Completed Agreement. The cost of replacement items will be made available to the customer on their written request.

10.9 We shall provide you with replacement Hired Articles for lost or damaged Hired Articles but are only required to do so after we have received the full amount of loss or replacement value in accordance with clause 10.8 above.

10.10 We will not be responsible for any loss, damage and or inconvenience that you may suffer incur or sustain as a result of any delay on our part in replacing any lost or damaged Hired Articles and we reserve the right and at our sole discretion may decide to replace lost or damaged Hired Articles with either new or partly used Hired Articles of a specification as close as possible to that of the original Hired Articles subject to availability.

11 Alterations to Hired Articles

You shall not make or cause to be made any alterations to the Hired Articles without our prior written consent.

12 Laundering and dry cleaning of the Hired Articles and exclusivity

12.1 The laundering and or dry cleaning of any Hired Articles comprised of a textile nature shall only be undertaken by us and this shall form part of our Services unless otherwise agreed between us in writing.

12.2 You are not permitted to launder and or dry clean any Hired Articles or arrange for or instruct any third party to do or undertake the same. We will during the Agreement Term have complete exclusivity of service on all items listed in the Completed Agreement and any supporting documents. During the Agreement Term, should further products be added into the Completed Agreement the same exclusivity shall apply.

13 Stock-taking of Hired Articles (inc Barcodes)

13.1 Upon giving you not less than three working days prior written notice, we shall be permitted to attend at the address for you that you have provided in the Completed Agreement or such other address as you and us may from time to time agree in writing for the purpose of inspecting and taking stock of the Hired Articles

13.2 We may, as part of our inspection pursuant to clause 13.1, employ the use of a barcode monitoring system to enable stock to be easily measured.

13.3 At the end of the stock take we will notify you in writing that we are terminating (completing) the stock take. After this point the stock take will be "closed".

13.4 In the event of any discrepancies identified during the inspection undertaken by us pursuant to clause 13.1, the provisions in clauses 10.8 to 10.10 shall apply with regard to the replacement of the items which are lost. These items will become billable to the customer after the stock take has been closed.

13.5 After the stock take has been closed, items shown to have been "missing" in the stock take and then subsequently located by the customer will still be billable to the customer by us. These items may be retained by the customer.

13.6 In the instance that Swift Laundry needs to re-stock items either during the contracted period, or after the period has ceased, then the customer will reimburse Swift Laundry for all reasonable costs associated with re-stocking new items or existing items. This may include re-barcoding items at a

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cost of up to half the value of respective items with a minimum item re-barcode value of £2.50 plus VAT.

14 Own Stock

14.1 Another part of our Services to you is likely to involve the provision of laundering and dry cleaning services and incidental delivery and collection of your own stock ('Own Stock').

15 Ownership of the Own Stock

Own Stock shall at all times remain your property.

16 Risk in the Own Stock

Risk in the Own Stock passes:

16.1 From us to you when we have delivered the Own Stock to you or you have collected the Own Stock from us; and

16.2 From you to us when we have collected the Own Stock from you or you have delivered the Own Stock to us.

17 Loss and damage to Own Stock

17.1 We shall be responsible at all times for:

17.1.1 Any Own Stock that is in our custody possession care or control or, pursuant to clause 17 at our risk and for the avoidance of doubt this shall include reference to us, our agents, our employees, our contractors and any other individual or entity to whom we may give access to the Own Stock; and

17.1.2 Any loss and or damage whatsoever and howsoever caused or resulting to any Own Stock during any such period save for normal wear and tear and default or fault in the item concerned.

17.1.3 We shall use our best endeavours to not, or to not allow, any Own Stock to be permanently spoiled defaced during the laundering and dry cleaning processes but, in the event of this howsoever occurring you shall notify us within one working day whereupon we shall have the right to inspect the respective Own Stock.

17.2 We shall make good and or recompense you for all or any loss and or damage that arises in respect of any Own Stock that were or are in our custody possession care or, pursuant to clause 16 at our risk.

17.3 You shall ensure that the Own Stock is insured against usual insurable risk and shall if required provide us promptly with evidence of such insurance upon demand.

17.4 We will notify you in writing within 5 working days of us first becoming aware of any Own Stock having been lost or damaged and provide you with such other details or information that you may require to assess the extent of the loss or damage including providing you promptly with all damaged Own Stock.

17.5 Within 14 working days of you undertaking your inspection pursuant to clause 17.4 above, you will notify us in writing of your findings and, if relevant, any action that you require us to take, including making good or recompensing your for damage.

17.6 Where we are required to make good and or recompense you pursuant to clause 17.2 above, the loss or replacement value of the lost or damaged Own Stock shall be calculated at the current new value less 35% for every year old and prorate in the months and only on proof of purchase of the damaged goods. The maximum recompense is limited to £10.00 per item with regard to replacement of customers own stock items. Recompense will be by credit note unless no account is operational at the time of recompense

17.7 We will not be responsible for any loss, damage and or inconvenience that you may suffer incur or sustain as a result of any delay on our part in replacing any lost or damaged Own Stock.

17.8 We will not be responsible for accidental damage to the fastenings on non commercial grade duvet covers

18 Alterations to Own Stock

18.1 We shall not make or cause to be made any alterations to the Own Stock without your prior written consent.

19 Laundering and dry cleaning of Own Stock and exclusivity

19.1 The laundering and or dry cleaning of any Own Stock comprised of a textile nature shall only be undertaken by us and this shall form part of our Services unless otherwise agreed between us in writing.

19.2 You are not permitted to launder and or dry clean any Own Stock or arrange for or instruct any third party to do or undertake the same unless otherwise stated in the Completed Agreement. We will during the Agreement Term have complete exclusivity of service on all items listed in the Quote referred to in the Completed Agreement. If items not listed in the Quote are sent for laundering they will be charged for at our out of contract rates which are standard domestic rate prices available on our website at www.swiftlaundry/domestic. During the Agreement Term, should further products be added into the Completed Agreement the same exclusivity shall apply.

19.3 Swift Laundry may operate a managed own stock service. This will encompass Swift Laundry marking the customers own stock with barcodes in order to manage the stock for the customer, as they would for their own hired stocks

19.4 When Swift Laundry informs the customer that their own stocks in the managed system need volume top up due to loss, damage or wear and tear, the customer must replace the relevant items in reasonable time so that they are not short on stock items which would disturb their laundry service

19.5 In the instance that Swift Laundry needs to re-stock items for the customer either during the contracted period, or after the period has ceased, then the customer will reimburse Swift Laundry for all reasonable costs associated with re-stocking new items or existing items. This will include re-barcoding items at a cost of up to half the value of respective items with a minimum item re-barcode value of £2.50 plus VAT.

20 Disputes as to loss damage or alteration to Hired Articles and Own Stock

20.1 In the event of any dispute arising as to the existence of any loss damage or alterations to any Hired Articles or Own Stock, then unless the dispute is resolved by agreement between you and us with thirty days of the date on which the issue subject to the dispute was first raised in writing by one party to the other, you and us agree to the joint appointment of the Laundry Technology Centre and Dry Cleaning Technology Centre Limited (LTC) currently of Unit 10A Drill Hall Business Centre Ilkley LS29 8EZ at our initial cost to undertake such investigation enquiry and checking as they may deem necessary and appropriate to ascertain the cause of the loss damage or alterations to the Hired Articles or Own Stock and prepare a report of findings and you and us agree to abide by the finding in any such report and:

20.1.1 If you are found to be at fault or responsible for loss damage or alterations to Hired Articles then you shall remedy the loss damage or alterations and or compensate us in accordance with clause 10.8. You will also be liable to pay the full cost of employing the services of LTC. In the event that you are not found to be at fault then we will be liable to replace your lost or damaged items. We will also pay the full cost of the employing the services of LTC.

20.1.2 If you are found to be at fault or responsible for loss damage or alterations to Own Stock then we will have no liability to remedy the loss damage or alterations and or compensate you. You will also be liable to pay the full cost of employing the services of LTC. In the event that we (and not you) are not found to be at fault then we will be liable to make good and recompense you as provided for in clause 17.6. We will also pay the full cost of the employing the services of LTC.

21 Payment

21.1 Payment for the Services shall be made within fourteen days of us sending you an invoice for the Services either by post, email or fax. Unless specified otherwise in the Completed Agreement.

21.2 Unless specified otherwise in the Completed Agreement all amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from you.

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- 21.3** Unless otherwise agreed, payment is to be made by you by Bank Transfer, Cheque or Cash.
- 21.4** Where we agree to give you a discount, reduction, or refund in respect of or against any payment due or demanded from you we will, if appropriate, issue a credit note in your favour for the amount of the agreed discount, reduction, or refund within thirty days or agreeing to so do.
- 21.5** If payment is not received by the due date, we shall, in addition any other remedy available to us, be entitled to undertake any or all of the following at our sole discretion:
- 21.5.1** to charge interest on the outstanding amount at the rate of 8% per annum above the base lending rate from time to time, with a minimum rate of 10% per annum, accruing daily;
- 21.5.2** to require that you make a payment in advance of any delivery not yet made;
- 21.5.3** to suspend the provision of all or any part of the Services with immediate effect, subject to first giving you one clear business day's notice in writing via email;
- 21.5.4** to require the return of any items supplied by us as part of the Services that may be in your possession;
- 21.5.5** to charge any incidental or associated costs charges or expenses that we may incur in connection with your default or non-payment.
- 21.6** In the event that we are required to withdraw our Services and/or demand the return of the Hired Articles pursuant to clauses 21.5.3 and/or 21.5.4, above, we will not be liable for any loss, damage or inconvenience that may be suffered sustained or incurred by you as a consequence.
- 22** **Delivery and collection of Hired Articles and/or Own Stock**
- 22.1** If you have specified in the Completed Agreement or if you and us later agree in writing that you will collect Hired Articles and/or Own Stock from us, we will confirm to you the location from which the Hired Articles and/or Own Stocks can be collected, the date on which they will be available for collection, the times during which collection can take place, and any other information that we consider to be relevant for the purpose of you undertaking the said collection.
- 22.2** In the event of clause 22.1 applying, the Hired Articles and Own Stock will be made available by us for collection by you for a period of 7 days after the date on which we have agreed that you will collect the same. In the event that you do not collect the Hired Articles and/or Own Stock during the period then the Hired Articles and/or Own Stock may be removed from the collection point and retained by us for a minimum of 30 days. After that period the Hired Articles and/or Own Stock may be disposed of or destroyed or otherwise dealt with at our discretion.
- 22.3** If you require any delivery to be made to you pursuant to the Services then we shall make such delivery to Your Premises or such other address as you and us may from time to time agree in writing.
- 22.4** Deliveries pursuant to clause 22.3 shall be made by us on such days and at such times as set out in the Completed Agreement or as may otherwise be agreed by you and us from time to time in writing.
- 22.5** We will do our utmost to meet all delivery dates and times however on occasion this may not be possible due to reasons beyond our control and in such event we may require you to and you shall if requested provide alternative dates and times for the delivery.
- 22.6** We may make deliveries in one or more instalments.
- 22.7** When a delivery date coincides with a Public Holiday in England we will use our reasonable endeavours to seek to agree with you an alternative delivery date.
- 22.8** The cost of delivery as shown in the Agreement shall be in addition to the Prices, unless we have agreed otherwise with you.
- 22.9** We reserve the right to charge additional delivery charges in instances where you require us to perform additional deliveries (further to those deliveries already agreed between us), or to deliver to additional or alternative delivery addresses and in the instance of special public holidays and circumstances that raise our delivery costs for reasons out of our control.
- 22.10** We will deem Hired Articles and Own Stock to have been delivered to you on the agreed delivery date unless you notify us otherwise by 4.00pm on the first working day following the agreed delivery date.
- 22.11** Subject to clause 22.12, delivery to or collection by you of the Hired Articles and Own Stock, shall be conclusive evidence that you have examined the Hired Articles and Own Stock and that the Hired Articles and Own Stock are in conformity with the description, in good order and condition, of satisfactory quality and fit for any purpose for which they may be required.
- 22.12** If the Hired Articles and Own Stock we deliver or you collect (as relevant) are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us via email of the problem within 8 working hours of the delivery or collection of the Hired Articles and Own Stock in question.
- 22.13** Your delivery notes contain a summary of total stock holding. You will be responsible for stock checking the total stocks against stocks that you have on site or sent to us for cleaning. This should be done on each delivery. You must inform us in writing should you have discrepancies within 8 work hours
- 22.14** You acknowledge and agree that you have been given a reasonable opportunity to inspect the Hired Articles and Own Stock.
- 23** **Defects, damage or incorrect quantity of Hired Articles**
- 23.1** In the event of you notifying us within the relevant time period stated in clause 22.12 of any damage or defect or delivery of the incorrect quantity of Hired Articles delivered or collected then we will, at our option, subject to the provisions of this clause 23, make good by the supply of replacement services or the shortfall of Hired Articles, as relevant, pursuant to this clause, provided that:
- 23.1.1** You shall notify us in writing within the time period specified in clause 22.12 of the claimed defects, damage, or incorrect quantity of Hired Articles delivered or collected (as relevant);
- 23.1.2** Where you have notified us of defects, we are satisfied that the defects arise solely from faulty design (other than a design made, furnished or specified by you for which we have disclaimed responsibility in writing), materials or workmanship;
- 23.1.3** Where you have notified us of damage, we are satisfied that the damage is likely to have arisen before or during the course of delivery to or collection by you;
- 23.1.4** Where you have notified us of an incorrect quantity having been delivered (or collected) we are satisfied that an incorrect quantity was delivered to or collected by you; and
- 23.1.5** The Hired Articles claimed to be defective or damaged can be returned to us or will be collected by us (as we may decide in our sole discretion) and at our expense.
- 23.2** Where we have agreed to:
- 23.2.1** provide replacement Hired Articles, these will be delivered to you at the original place of delivery or made available for collection at the original place of collection, or otherwise be delivered or made available for collection as we may agree, within one month of us confirming to you our agreement to the replacement.
- 23.2.2** Fulfil any shortfall of Hired Articles, these will be delivered to you at the original place of delivery or made available for collection at the original place of collection, or otherwise be delivered or made available for collection as we may agree, within one month of us confirming to you our agreement to fulfil the shortfall.
- 23.2.3** That during the final six months of any given contract period, we will not be liable to extend under 23.2.1 to provide replacement stock items that are worn and torn.
- 23.3** As an alternative to clause 23.2.1, we shall, at our absolute discretion, be entitled to return the price paid for the specific Hired Articles and to the return of the specific Hired Articles at our expense by way of credit note, if you have already paid the price for them, when the claimed defect or

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damage is notified by you to us.

- 23.4** As an alternative to clause 23.2.2, we shall at our absolute discretion, be entitled to return the amount that you paid, by way of credit note on a pro-rata basis, for the Hired Articles that were not delivered, when the shortfall is notified by you to us.
- 23.5** Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under clauses 22 and/or clause 23 and we shall have no liability to pay any money to you by way of compensation other than to refund to you by way of credit note the amount paid by you for the specific Hired Articles in question.
- 23.6** The provisions in this clause 23 do not affect or seek to exclude any statutory rights that you may have.
- 24** **Default**
- 24.1** In the event of any breach or default by you of any of your obligations under these terms and conditions or any associated Completed Agreement into which these terms and conditions are incorporated we shall, in addition to any other remedy available to us, be entitled to undertake any or all of the following at our sole discretion:
- 24.1.1** Require you to pay us any sums that may be due in accordance with clause 10.8.
- 24.1.2** charge interest on any sum that may be outstanding from you at the rate of 8% per annum above the base lending rate from time to time, with a minimum rate of 10% per annum, accruing daily;
- 24.1.3** require that you make a payment in advance of any delivery not yet made;
- 24.1.4** suspend the provision of all or any part of the Services with immediate effect, subject to first giving you one clear business day's notice in writing;
- 24.1.5** require the return of any items supplied by us as part of the Services that may be in your possession; and/or
- 24.1.6** if any such breach or default is not remedied within three weeks of us having been made aware or notified of the same, we shall be entitled to immediately terminate our agreement (which term for the purpose of this clause 24.1.6 shall include and where relevant be wider than the term Completed Agreement) with you.
- 24.2** We shall not be liable for any loss damage or inconvenience that you may suffer as a consequence of any action that we take resulting or following from any breach or default by you under these terms and conditions or any associated Completed Agreement into which these terms and conditions are incorporated.
- 24.3** In the event of any breach or default by us of any of obligations under these terms and conditions or any associated Completed Agreement into which these terms and conditions are incorporated you shall notify us of the alleged breach or default in writing within one week of the date on which you believe it occurred. If the said breach or default is not remedied by us within four weeks of us having been notified of the same you shall be entitled to terminate the agreement. This provision is not applicable where the breach or default is subject to a determination under clause 20.
- 25** **Termination**
- 25.1** In the event that we are required to terminate the Completed Agreement as a consequence of your default then we may at our discretion:
- 25.1.1** Require you to pay us a contract charge of 40% of the total Hired Articles stock employed multiplied by the current unit charge rate for the remaining weeks to the end of the Agreement Term. You will also be liable for the contract minimum charge which is 40% of the total stock multiplied by the piece charge rate, prorate for the remaining weeks in the Agreement Term; and/or
- 25.1.2** Where the Completed Agreement provides for or includes Services in relation to Own Stock, require you to pay us a sum equivalent to the sum of the largest 3 months invoices billed to you by us during the trading period.
- 25.2** Subject to clauses 24.3 and 27.2 (Force Majeure) and the Agreement, in no event shall you be entitled to terminate the Completed Agreement during the Agreement Term. In the event that you do act against the terms of trading and terminate the agreement and cease to trade with us then, we will require you to pay us a contract charge of 40% of the total Hired Articles stock employed multiplied by the current unit charge rate for the remaining weeks to the end of the Agreement Term. You will also be liable for the contract minimum charge which is 40% of the total stock multiplied by the piece charge rate, prorate for the remaining weeks in the Agreement Term; In the instance that the customer is using own stock then the termination penalty will be equivalent to the sum of the largest 3 months invoices billed to you by us during the trading period.
- 25.3** During any 12 month period of an agreement and In the instance that the customer has no minimum charge on stock holdings with Swift Laundry in the "trading agreement", and the customer ceases for a period longer than 14 days to send items supplied to them for laundering equivalent to 30% of their total stock holding, then Swift Laundry will be entitled to bill the customer at a daily rate equivalent to 40% of their total holding by respective contracted item piece rates. Or at Swift Laundry's discretion, to extend the agreement for a suitable contra-ing time period at the end of the agreement.
- 25.3.1** In the instance that the customer will have no trading data with Swift Laundry, i.e., they have not yet traded with Swift Laundry for a substantial period to get an average usage, then Swift Laundry will bill the customer for the full stock holding multiplied by two and those volumes charged at the customers own item charge rate. Alternatively at Swift Laundry's discretion the agreement may be extended suitably to allow for the lost trading period.
- 25.3.2** In the instance that the customer will have no trading data with Swift Laundry, i.e., they have not yet traded with Swift Laundry for a substantial period to get an average usage and where the Completed Agreement provides for or includes Services in relation to Own Stock then Swift Laundry will bill the customer for a sum twelve times the value of the largest invoice billed to you by us during the trading period.
- 25.4** Subject to clause 25 without limiting its other rights or remedies Swift Laundry may terminate the Completed Agreement by giving the other party One month's written notice.
- 26** **On expiry of the Agreement Term or termination of the Completed Agreement**
- 26.1** On or immediately prior or immediately after the expiry of the Agreement Term (as may have been varied in writing by you and us) or termination of the Completed Agreement, we will conduct a stock-take of the Hired Articles in (or which were in) your possession or control in accordance with clause 13.
- 26.2** In the event of there being any lost or damaged Hired Articles identified in the stock-take referred to in clause 28.1, then the loss or replacement value of the lost or damaged Hired Articles shall be calculated on the basis of the current pricing held at our offices, which will be based on 50% of the current replacement value of the Hired Articles plus three cleaning charges and one re-badging charge, unless otherwise agreed with you in writing and you are required to remit payment to us for the said charges on and within the same payment terms as the Completed Agreement.
- 26.3** As regards Own Stock, if we have in some way damaged the stock items then we will be liable for replacing the damaged items at a written down value according to the proven age of the relevant items.
- 26.4** You will return to us or make available for our collection (as we may in our discretion specify) all the Hired Articles in your possession or control within one week of the expiry of the Agreement Term or termination of the Completed Agreement (as relevant).
- 26.5** We will return to you or make available for your collection (as we may in our discretion specify) Own Stock in our possession or control within one week or the expiry of the Agreement Term or termination of the Completed Agreement (as relevant).

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27 General

27.1 Compliance with all applicable rules, regulations and legislation

You must observe and comply with all applicable rules regulations and legislation in connection with any matters arising from the purchase by you of Services from us.

27.2 Force majeure

We shall have no liability to you under or otherwise be deemed to be in breach of these terms and conditions for any delays or failures in performance of our obligations which result from circumstances beyond our reasonable control. However, if we are affected by such circumstances we shall as soon as reasonably practicable notify you in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either you or us may terminate the Completed Agreement by giving not less than three days written notice to the other party. By mutual agreement the parties may agree to terminate the Completed Agreement following an act of force majeure with a lesser notice period.

27.3 Variations

27.3.1 We reserve the right and shall be entitled to vary these terms and conditions from time-to-time and any such variation shall take effect two weeks after written notice of the variation has been given by us to you via email.

27.3.2 Except as set out in these Conditions no variation of the Completed Agreement including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Swift Laundry.

27.4 Assignment

27.4.1 We may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of our rights and obligations in respect of any agreement with you to which these terms and conditions apply without your prior written agreement.

27.4.2 In the case where your business is being transferred to another legal entity we may at our sole discretion and subject to our written consent allow the re-assigning of the contract to your elected third party assignee. All of our costs associated with the assignment of the agreement will be borne by you. In the event that for any reason we do not consent to the proposed assignment then you shall be required to continue to fulfil your obligations under the Completed Agreement until the expiry of the Agreement Term or agree to pay to us the charges under clauses 25.1.1 and 25.1.2.

27.4.3 Should you for whatever reason cease to trade you will be liable to pay us the charges under clauses 25.1.1 and 25.1.2.

27.5 Waiver

27.5.1 No failure or delay by us in exercising any right, power or privilege under these terms and conditions shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.

27.5.2 The rights and remedies provided in these terms and conditions are cumulative and not exclusive of any rights and remedies provided by law.

27.6 No restrictions on trade

27.6.1 Nothing in these terms and conditions shall have the effect of restricting limiting or preventing us from providing any services to any party other than you.

27.7 Liability for death or personal injury

27.7.1 Nothing in these Conditions shall limit or exclude Swift Laundry's liability for:

- (a) death or personal injury caused by its negligence or the negligence of its employees agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

27.7.2 Subject to this clause:

- (a) Swift Laundry shall under no circumstances whatever be liable to you whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit or any indirect or consequential loss arising under or in connection with the Completed Agreement; and
- (b) Swift Laundry's total liability to you in respect of all other losses arising under or in connection with the Completed Agreement whether in contract, tort (including negligence) breach of statutory duty or otherwise shall in no circumstances exceed £1000.00

27.7.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are to the fullest extent permitted by law excluded from the Completed Agreement.

27.7.4 This clause shall survive termination of the Completed Agreement.

27.8 Severance

If any provision in these terms and conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these terms and conditions and rendered ineffective as far as possible without modifying the remaining provisions of these terms and conditions, and shall not in any way affect any other circumstances of or the validity of these terms and conditions.

27.9 Interpretation

In these terms and conditions unless the context otherwise requires:

27.9.1 words importing any gender include every gender;

27.9.2 words importing the singular number include the plural number and vice versa;

27.9.3 words importing persons include firms, companies and corporations and vice versa;

27.9.4 references to numbered clauses are references to the relevant clause in these terms and conditions;

27.9.5 any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

27.9.6 the headings to the clauses of these terms and conditions are not to affect the interpretation;

27.9.7 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bylaw made under that enactment;

27.9.8 Where the word 'including' is used in these terms and conditions, it shall be understood as meaning 'including without limitation'.

27.10 Notices

27.10.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax [or email].

27.10.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 27.10.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 a.m. on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or if sent by fax (or email) one Business Day after transmission

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27.10.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

27.11 General Costs Incurred

27.11.1 In the instance that Swift Laundry incurs costs as a result the customer taking actions either intentionally or unintentionally. And these actions taken by the customer are not related to the actions of Swift Laundry, then the customer will be liable to pay for the costs of Swift Laundry which they have either wittingly or unwittingly incurred.

27.11.2 Further to clauses within 27.11, The customer will be liable to repay Swift Laundry for costs incurred should Swift Laundry need to store the customers stock or Swift Laundry's dedicated stock allocated for the customer, in the instance that the customer is not using the particular stock during a trading period for whatever reason. Such costs as (but not limited to) storage, insurance, re-badging, administration and logistics costs.

28 Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

29 Law and jurisdiction

These terms and conditions shall be governed and construed by the law of England and shall be subject to the exclusive jurisdiction of the courts of England and Wales to which you and we submit.

30 Intellectual Property Rights

30.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Swift Laundry.

30.2 You acknowledge that, in respect of any third party Intellectual Property Rights, your use of any such Intellectual Property Rights is conditional on Swift Laundry obtaining a written licence from the relevant licensor on such terms as will entitle the Swift Laundry to license such rights to you.

30.3 The expression "Intellectual Property Rights" shall mean patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

31 Confidentiality

A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Completed Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Completed Agreement. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause shall survive termination of the Completed Agreement.

32 No partnership or agency

Nothing in the Completed Agreement is intended to or shall be deemed to establish any partnership or joint venture between the parties nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for or to bind the other party in any way.