

## GENERAL TERMS

These terms, together with the quote setting out the services and fees (the “Quote”) and any annexed schedules or special terms, form this agreement.

### 1. Obligations

- 1.1 The services are described in the Quote (the “Services”) and are either a one-off activity (a “Job”) or services performed regularly at the stated frequency (“Periodic Services”). Rentokil Initial UK Limited (“RI”) shall perform the Services with reasonable skill and care.
- 1.2 Customer shall (a) provide the necessary access and facilities at the Customer premises stated in the Quote (the “Premises”) to enable RI to perform the Services; (b) inform RI of any hazards that might be encountered in providing the Services at the Premises; and (c) follow any reasonable health and safety advice, and recommendations given by RI (these may be referred to as Customer Obligations).
- 1.3 RI reserves the right to refuse to provide Services in relation to items or areas that are contaminated or affected by dangerous, toxic, adhesive or inflammable substances (other than as has been used by RI in provision of the Services and as identified when the Premises were surveyed by RI).

### 2. Payment

- 2.1 The fees stated in the Quote (the “Fees”) are stated exclusive of VAT. Customer shall pay the Fees and applicable VAT as follows, unless otherwise stated in the Quote: (a) quarterly in advance for Periodic Services; and (b) upon completion for Jobs. The Fees will be paid in full without set-off or counterclaim.
- 2.2 Following the expiration of the first year of the Minimum Period, RI may only increase the Fees once a calendar year by giving at least 28 days’ notice to Customer, except as set out in Clause 2.3.
- 2.3 To account for increases in its operational costs such as (a) increases in the cost of fuel, waste disposal, utilities or equipment, (b) any introduction of or increases to taxes or levies imposed on RI by any government agency or similar body, or (c) any statutory increase in employment costs, RI may increase the Fees at any time on at least 28 days’ notice to Customer.
- 2.4 Customer may terminate this agreement by giving notice within 14 days of the price increase notice, effective on the date the increase would otherwise take effect.
- 2.5 Customer shall pay interest on any overdue Fees calculated at 3% above the Bank of England base rate (or 3% if the base rate is below 0%), compounded monthly until payment is received.
- 2.6 Customer shall pay additional fees at RI’s standard rate for:
- (a) Periodic Services that need to be performed more frequently because Customer has not complied with this agreement; and/or
  - (b) wasted journeys, cancellations and delays, as a result of the Customer’s failure to allow access, or to provide proper instruction.
- 2.7 Customer will be liable for the reasonable administrative and legal fees incurred by RI in the recovery of any unpaid Fees.

### 3. Term and Termination

- 3.1 This agreement commences on the date that the Customer signs this agreement or the date of first supply of Services by RI, if later (the “Commencement Date”). Unless terminated earlier in accordance with this agreement, this agreement will continue until the Fees are paid and: (a) for Jobs, until the Services have been completed; or (b) for Periodic Services, for four years (or any longer minimum period stated in the Quote) (the “Minimum Period”) and for further consecutive three-year periods (each a “Renewal Period”) unless either party gives the other not less than 90 days’ notice before the end of the Minimum Period or relevant Renewal Period.
- 3.2 Either party may immediately terminate this agreement (or any of the Services) by giving notice if the other party commits a material breach of any term of this agreement, which is irremediable or (if the breach is remediable) fails to remedy that breach within seven days after being notified in writing to do so, or is declared bankrupt, cannot pay its debts when due or becomes or is declared insolvent.
- 3.3 If Customer terminates this agreement before the end of the Relevant Period, Customer shall pay any Fees due for the Services rendered plus (a) for Jobs, any other costs incurred by RI for the remainder of the Relevant Period (e.g. hire costs for access equipment); or (b) for Periodic Services, if terminated within the first year of the Relevant Period: 100% of the Fees that would have been payable for that year plus 80% of the Fees that would have been payable for the rest of the Relevant Period. In this clause 3.3 “Relevant Period” means the Minimum Period or the Renewal Period, as the context requires.

### 4. Liability

- 4.1 If RI fails to provide Periodic Services at the frequency stated in the Quote and Customer has complied with its obligations, Customer may be entitled to receive a service credit.
- 4.2 Neither party excludes or limits its liability for personal injury or death caused by negligence, fraud or fraudulent misrepresentation, or otherwise to the extent it cannot be excluded or limited by law.
- 4.3 Subject to clause 4.2, RI shall only be liable for: (a) physical damage to property because of RI’s negligence or fault in the performance of the Services; or (b) failure to provide the Services in accordance with this agreement.
- 4.4 Subject to clause 4.2, any and all warranties, guarantees and conditions are excluded and RI’s total liability to Customer in relation to this agreement is limited to £20,000 in aggregate, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise. RI shall not in any circumstances be liable for any (a) loss of profits, economic or financial loss, loss of sale or business, loss of use or business interruption, loss of goodwill; or (b) indirect or consequential loss.
- 4.5 Customer shall notify RI of any complaint within 30 days of the relevant part of the Services being provided to allow RI to investigate. Any claim made by Customer must be submitted in writing to RI at the address for notices within 30 days of Customer first becoming aware of the circumstances giving rise to the claim. Subject to clause 4.2, RI will not be liable for any claim submitted outside of the 30-day period.
- 4.6 Subject to clauses 4.1 to 4.5, RI excludes all liabilities to the maximum extent permitted by law. Additional limitations on RI’s liability and indemnities may apply to specific services set out in the schedules.

### 5. General

- 5.1 If a party discloses any confidential information to the other party in relation to this agreement, the other party shall keep the information confidential and only use it in relation to this agreement; unless the information becomes public knowledge other than in breach of this clause, was already known by the recipient, is separately provided to the recipient without an obligation of confidentiality, is independently developed by the recipient, or is required to be disclosed by law, a regulatory body or a stock market.
- 5.2 This agreement does not create any rights enforceable by a third party.
- 5.3 Neither party may assign or transfer this agreement without the other party’s written consent (not to be unreasonably withheld or delayed), except that RI may assign or otherwise transfer its rights and/or obligations to any of its affiliates.
- 5.4 Other than amendments in accordance with clause 2.2, RI may amend this agreement on 90 days’ notice to Customer. If the amendment is detrimental to Customer, Customer may terminate this agreement by giving notice within 30 days of RI’s notice, effective on the date the amendment would otherwise take effect. Otherwise, this agreement may only be amended by written agreement of the parties.
- 5.5 Any notice to be given under this agreement will be in writing and delivered by email either to (a) Customer at the email address set out in the Quote; or (b) RI at [info-uk@rentokil-initial.com](mailto:info-uk@rentokil-initial.com)
- 5.6 If any term is held illegal or unenforceable, it will be deemed not to form part of this agreement and the remainder of this agreement will not be affected.
- 5.7 This agreement contains the whole agreement between the parties and supersedes any prior agreement between them relating to the Services, and any terms submitted by Customer. The parties confirm that they have not entered into this agreement based on any representations not expressly included or referred to in this agreement.
- 5.8 RI shall process personal data in relation to this agreement in accordance with its privacy notice located at: <https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx>. If Customer does not wish to receive marketing information from RI, it can opt out by sending a request to [jwh-opt-out-uk@rentokil-initial.com](mailto:jwh-opt-out-uk@rentokil-initial.com), but RI may continue to send communications necessary to perform this agreement.
- 5.9 All existing or future intellectual property rights, whether registered or not, shall remain the exclusive property of RI and shall not be transferred by RI in the provision of the Services.
- 5.10 a) The parties shall comply with laws relating to this agreement and the Services. Each party shall promptly report to the other party any request or demand for any undue financial or other advantage in connection with this agreement.
- b) Each party shall: (i) comply with all Anti-Corruption Laws; (ii) have and shall maintain in place throughout the term of this agreement its own policies and procedures to ensure compliance with all Anti-Corruption Laws and will enforce them where appropriate; (iii) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by the other party in connection with the performance of the agreement; and (iv) immediately notify the other party (in writing) if a foreign public official becomes its officer or employee or acquires a direct or indirect interest in that party.
- c) Either party shall be entitled to terminate this agreement forthwith upon written notice to the other party without any liability to the other party in the event that the other party breaches any of the provisions of this clause 5.10.
- In this clause 5.10 Anti-Corruption Laws means: the UK Bribery Act 2010, the criminal Justice (Corruption Offences) Act 2018, the US Foreign Corrupt Practices Act 1977 and the OECD Convention on Bribery, in each case as may be amended from time to time, and any and all other applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in any relevant territory.
- 5.11 In performing its obligations under this Agreement each party shall:
- a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including, but not limited to the Modern Slavery Act 2015; and
- b) not engage in any activity, practice or conduct that would constitute an offence under sections 1,2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.
- 5.12 Other than payment of the Fees, neither party shall be liable for any failure or delay which is caused by circumstances beyond its reasonable control. If the circumstances continue for more than 30 days, either party may terminate this agreement by giving notice.
- 5.13 This agreement and any dispute or claim arising in connection with it shall be governed by and interpreted in accordance with the law of England. The parties submit to the exclusive jurisdiction of the English courts.

## SPECIAL TERMS: WASHROOM & MEDICAL

### 1. GOODS

- 1.1. Customer shall pay the Fees for products sold by RI to Customer (“Goods”) as a Job or as part of a Periodic Service as set out in the Quote.
- 1.2. For Goods provided as a Job, the limitation of liability amount set out in Clause 4.4 shall be amended to be the amount paid by Customer for Goods under this agreement.
- 1.3. RI shall deliver and install (where installation is included) the Goods as set out in the Quote.
- 1.4. Risk of damage to or loss of any products sold by RI to Customer (“Goods”) shall pass to Customer upon delivery to or installation (where installation is included) at the Premises.
- 1.5. Customer will not own any Goods until RI has received payment in full for the Goods in cleared funds.
- 1.6. Until Customer has taken ownership of Goods, Customer will:
  - a) keep the Goods separate from any other items so that they can be readily identified as belonging to RI;
  - b) properly store, protect and insure the Goods;
  - c) return the Goods to RI on RI’s request; and
  - d) permit RI to enter the Premises and remove any Goods not returned upon request.

### 2. RENTAL EQUIPMENT

- 2.1. Customer shall pay the Fees for products owned by RI and provided to Customer on a rental basis (“Rental Equipment”) as set out in the Quote.
- 2.2. As part of the Services, RI shall repair Rental Equipment so that it is kept in good working order, provided Customer has complied with its obligations under the agreement.
- 2.3. Customer shall pay RI at the then current standard hourly rate for any maintenance of, or repair to, the Rental Equipment to the extent due to acts or omissions not attributable to RI, including but not limited to: (a) wilful or careless damage, negligence, mishandling, tampering or any unauthorised repairs by Customer or on Customer’s behalf; or (b) vandalism.
- 2.4. RI shall be entitled to replace any Rental Equipment at any time when RI believes it is appropriate to do so. Any replacement Rental Equipment shall be of at least an equivalent standard to that which RI has removed.
- 2.5. Customer shall:
  - a) be responsible for any damage to or loss of any Rental Equipment, except for damage that RI is obliged to repair as set out in clause 2.2;
  - b) not sell or give the Rental Equipment to anybody else;
  - c) insure the Rental Equipment for its replacement value against all risk of loss or damage (other than damage occurring during its normal operation and/or use);
  - d) insure against injury (including death) to any persons or for loss of or damage to property as a result of the any misuse of the Rental Equipment or for Customer’s negligence;
  - e) immediately notify anyone claiming possession of the Rental Equipment that it belongs to RI;
  - f) comply with all statutory and safety requirements relating to the use of the Rental Equipment;
  - g) notify RI immediately if the Rental Equipment is damaged or lost;
  - h) not remove any labels or signs indicating that the Rental Equipment belongs to RI;
  - i) not permit anybody other than RI to remove, repair or maintain the Rental Equipment; and
  - j) permit RI to enter the Premises:
    - i. at any reasonable time, to inspect the Rental Equipment;
    - ii. to remove the Rental Equipment on termination of this agreement for any reason. RI shall exercise reasonable care when removing the Rental Equipment from the Premises but shall not be responsible for restoring the Premises (including any services such as electrical supply) to its original state.
- 2.6. If upon termination of this agreement, RI is unable to recover the Rental Equipment (unless due to RI’s fault) Customer shall pay RI the replacement value of such Rental Equipment upon receipt of an invoice.

### 3. FLOORCARE SERVICES

- 3.1. In return for the Fees paid by Customer for the supply of mats and logo mats by RI to Customer including delivery to Premises and laying of mats by RI as set out in any Quote (“Floorcare Services”), RI will provide the Floorcare Services in accordance with these Special Terms and Conditions. All references to Services in the General Terms and Conditions apply to Floorcare Services. In the event of conflict, these Special Terms and Conditions shall prevail.
- 3.2. In order to change to the specification of any logo mats already ordered, Customer must provide at least 1 month’s written notice to RI and:
  - a) order an equivalent number of replacement logo mats for a further period equivalent to the Minimum Period or the Renewal Period, as the case may be (the then current Fees will apply) and pay RI the Written Down Value of the replaced logo mats; or
  - b) pay RI a sum equivalent to greater of the replacement value of the mats to be replaced or the value of replacement mats.
- 3.3. “Written Down Value” is A divided by B and multiplied by C. Where A = the replacement value of the mats; B = 36; and C = the number of complete months remaining until expiry of the Minimum Period (or the Renewal Period, as the case may be).
- 3.4. Floorcare Services are Rental Equipment if rented by the Customer and not purchased.
- 3.5. **LIMITATION OF LIABILITY AND INDEMNITY**
  - a) THE PROVISIONS OF CLAUSE 4 OF THE GENERAL TERMS AND CONDITIONS APPLY TO THE PROVISION OF FLOORCARE SERVICES, AS AMENDED BY THIS PARAGRAPH 3.5. DESPITE ANY OTHER PROVISIONS OF THE AGREEMENT, IN PROVIDING THE FLOORCARE SERVICES RI SHALL ONLY BE RESPONSIBLE FOR THIRD PARTY CLAIMS IN RELATION TO THE FLOORCARE SERVICES WHERE THE MAT GIVING RISE TO SUCH CLAIM WAS LAID BY RI.
  - b) CUSTOMER AGREES TO INDEMNIFY RI AGAINST ANY AND ALL THIRD PARTY CLAIMS IN RELATION TO THE FLOORCARE SERVICES SAVE AND TO THE EXTENT RI ACCEPTS LIABILITY FOR SUCH CLAIMS PURSUANT TO PARAGRAPH 3.5 a) OR WHERE AND TO THE EXTENT THAT SUCH CLAIM ARISES AS A RESULT OF RI’S NEGLIGENCE OR BREACH OF CONTRACT.

### 4. MEDICAL SERVICES

- 4.1. If the volume of waste agreed in the Quote is exceeded at any stage, the Customer is required to pay additional Fees.
- 4.2. Any bag or waste receptacle is limited to 5kg. If the 5kg weight limit is exceeded, Customer is required to pay additional Fees.
- 4.3. If the volume of waste collected is below that agreed in the Quote, Customer will not receive a refund of any Fees, except and only to the extent that RI has failed to collect all of the waste that was available for collection in accordance with the Agreement.