

1. Interpretation

a) Definition

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Client for the supply of the Services by Sistermatic Cleaning Ltd. as set out in this Agreement.

Conditions: these terms and conditions set out in clause 1 (Interpretation) to clause 18 (General).

Agreement: the contract between the Client and Sistermatic Cleaning Ltd.

Services: the services, including without limitation any Deliverables, to be provided by Sistermatic Cleaning Ltd. pursuant to the Contract, as described in this Agreement.

Cleaning Technician: the individual (or sub-contractor) carrying out biohazard cleaning services on behalf of Sistermatic Cleaning Ltd.

Client: the person, company or corporate body together with any subsidiary or associated company (including Estate Agents) as defined by the Company Act 1985 to whom services are supplied by Sistermatic Cleaning Ltd.

Private Client: Also refers to an individual or landlord that engages the services of the Sistermatic Cleaning Ltd. for personal, non-commercial use.

Commercial Client: This includes Adult Social Services, NHS, Police, Community Teams, Housing Associations, Local Authorities and other organizations requiring biohazard cleaning services. It also refers to any business, organization, or entity, including estate agents, landlords, property management companies, funeral directors, solicitors or professional partners, that engages Sistermatic Cleaning Ltd. for Services.

Effective Date: the day on which Sistermatic Cleaning Ltd. is to start provision of the biohazard cleaning services, as set out in the Proposal.

b) Interpretation

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to writing or written includes fax and email.

2. Term

By placing an order - whether by phone, email, or through our website - you are entering into a binding agreement with Sistermatic Cleaning Ltd. and agree to be governed by these Terms & Conditions.

3. Services

a) Sistermatic Cleaning Ltd offers a comprehensive range of biohazard cleaning services, including but not limited to:

- Unattended Death Clean-Ups: Professional cleaning and sanitation of areas affected by unattended death incidents.
- Bodily Fluid Clean-Ups: Safe removal and sanitization of bodily fluids from contaminated spaces.
- Mould & Mildew Treatment and Clean-Ups: Eradication and cleaning of mould and mildew to prevent health hazards and structural damage.
- Needle Sweeps & Drug Den Clean-Ups: Removal of hazardous drug paraphernalia and sanitation of areas used for illicit activities.
- Fire & Soot Damage Clean-Ups: Cleaning and restoration of areas affected by fire and soot.
- Trauma Cleaning: Thorough cleaning and decontamination following traumatic incidents, ensuring safe and sanitary conditions.
- Toxic Odour Clean-Ups: Elimination of harmful and persistent odours from biohazard incidents.
- Infection Control & Outbreak Clean-Ups: Infection control measures and cleaning for outbreak situations to prevent cross-contamination.
- After Rodent Infestation Cleaning: Removal of contaminants and hazards following rodent infestations, restoring hygienic conditions.
- Crime Scene Clean-Ups: Cleaning, decontamination, and sanitization of crime scenes in compliance with legal requirements.
- Mental Health Support Cleaning: Sensitive and respectful cleaning services tailored to mental health-related scenarios.

- Hoarding Services: Cleaning and organizing of properties affected by hoarding, with a focus on restoring safe and habitable conditions.
- b)** Sistermatic Cleaning Ltd. will provide a detailed Proposal outlining the scope of services and associated costs prior to commencing any work. The Proposal must be reviewed and accepted by the Client before the scheduled service date.
- c)** All services will be provided with the utmost care and in compliance with relevant health, safety and industry regulations. Sistermatic Cleaning Ltd. will perform all services with strict adherence to confidentiality and professionalism.
- d)** Sistermatic Cleaning Ltd. will require a safe method of access to the facilities / area of service to ensure services can be effectively rendered. Should Sistermatic Cleaning Ltd. not be able to access the facilities/area of service due to lack of access, outside of their control, this will not be deemed as underperformance of Sistermatic Cleaning Ltd.'s obligations and will still be charged to the client as per standard terms and conditions.
- e)** Sistermatic Cleaning Ltd. will provide a sufficient number of Cleaning Technicians (a minimum of two) to clean the Client's property but reserves the right to adjust the number of staff based on training needs or operational requirements.
- f)** Sistermatic Cleaning Ltd. will provide all necessary cleaning equipment and chemicals unless specifically stated otherwise. This includes, but is not limited to, vacuum cleaners, foggers, litter pickers, sharps bins, disposal bags, cloths and professional cleaning products. All products and equipment used by Sistermatic Cleaning Ltd. are carefully selected to ensure compliance with safety regulations and the effective completion of the biohazard cleaning services.
- g)** Sistermatic Cleaning Ltd. will supply comprehensive safety documentation, including COSHH, risk assessments and method statements. Digital copies of these documents can be provided to the Client upon request. After completing the biohazard cleaning services, Sistermatic Cleaning Ltd. will conduct a safety check of the premises to evaluate overall safety.
- h)** Sistermatic Cleaning Ltd. will conduct a dynamic post-cleaning safety assessment of the premises to determine its safety status upon completion of the biohazard cleaning services. The safety assessment will be based on Sistermatic Cleaning Ltd.'s expertise, experience, and adherence to industry best practices for biohazard cleaning.
- i)** Sistermatic Cleaning Ltd. acknowledges that the safety and cleanliness of the facility are subject to factors beyond the scope of the biohazard cleaning services provided.
- j)** Sistermatic Cleaning Ltd. can only guarantee the safety and cleanliness of the facility up until the point when Sistermatic Cleaning Ltd. personnel leave the site after the completion of the biohazard cleaning services. After Sistermatic Cleaning Ltd.'s departure, the client assumes full responsibility for maintaining the safety and cleanliness of the premises.
- k)** While Sistermatic Cleaning Ltd.'s strives to deliver comprehensive biohazard cleaning services, certain areas may require special attention and continued caution after the cleaning process:
 - Noticeable Stains and Residual Contamination: Some materials, especially porous surfaces like wood or certain fabrics, may retain visible stains or discoloration even after thorough cleaning and disinfection. Sistermatic Cleaning Ltd. will make every effort to minimize staining, but it is essential to understand that complete removal may not always be achievable, particularly in cases of prolonged exposure to biohazardous substances. Clients should exercise caution when interacting with or handling stained materials and consider replacing items that cannot be fully cleaned or sanitised.
 - Hidden or Inaccessible Spaces: Sistermatic Cleaning Ltd. will clean accessible surfaces and areas within the premises as part of the biohazard cleaning process. However, certain spaces, such as wall cavities, under-flooring, and concealed building structures, may be difficult to access and clean thoroughly. It is crucial for clients to understand that potential biohazardous contaminants may remain in these hidden spaces, even though visible surfaces have been addressed.
 - Air Filtration Systems and Ductwork: Sistermatic Cleaning Ltd. will clean and disinfect air vents and ductwork to the best of their ability, focusing on removing any visible contaminants. However, air filtration systems may be complex and extensive, and complete cleaning of every component might not be feasible during standard biohazard cleaning. While Sistermatic Cleaning Ltd. will improve air quality through cleaning, clients should consider additional professional cleaning or maintenance for the HVAC system if necessary.

- Re-contamination and Cross-Contamination: After biohazard cleaning, clients must remain vigilant to prevent re-contamination or cross-contamination from occurring. Cross-contamination can occur when cleaned areas come into contact with untreated or contaminated areas, potentially reintroducing biohazardous materials. Clients should implement appropriate hygiene practices and precautions to minimize the risk of re-contamination, including proper disposal of waste and following recommended protocols.
- Residual Odors: While Sistermatic Cleaning Ltd. will utilise effective deodorization techniques during biohazard cleaning, some residual odours may persist, especially in cases of prolonged exposure to biohazardous materials. It is important to note that certain odours may be challenging to eliminate entirely and might require additional efforts or specialised treatments.
- Continued Monitoring and Maintenance: Following the biohazard cleaning, clients should monitor the premises regularly to detect any potential signs of re-contamination, damage, or adverse effects. Any concerns or issues observed during the monitoring process should be promptly reported to Sistermatic Cleaning Ltd. for assessment and possible additional cleaning or corrective actions.

The duration of the cleaning service will depend on the size and condition of the property, ensuring that all tasks on the day's cleaning schedule are completed. The Client will be charged for the job, not based on the number of hours the Cleaning Technicians spends at the property.

Any additional Services requested by the Client not included under clause 3 (Services) will be charged per clean. If, at the commencement or during the course of providing the Services, it becomes apparent that the actual cost of the Services will exceed the initial Proposal, Sistermatic Cleaning Ltd. will inform the Client. The Client will then have the option to either:

- Pay an increased fee to complete the Services, or
- Pay the original quoted amount, understanding that the Services may not be fully completed

For where the property is unoccupied, services may begin as early as 5:30 A.M and can continue until 4:00 P.M Monday – Sunday, inclusive of Bank Holidays. Sistermatic Cleaning Ltd. offices will be closed on Christmas Day, Boxing Day, and New Years Day. In extreme circumstances and at the discretion of Sistermatic Cleaning Ltd. services may be provided on these dates but will be subject to a premium rate.

Optional Cleaning Services

The Client has the option to request other cleaning services in addition to the biohazard cleaning services outlined in this Agreement. Optional cleaning services may include, but are not limited to:

- Deep Cleaning
- Domestic Cleaning
- Oven + Kitchen Appliances
- Window cleaning; interior, exterior & window channels
- Gutter clearance
- Carpet cleaning
- Upholstery cleaning
- Commercial Cleaning

If the Client wishes to schedule any of the above services, Sistermatic Cleaning Ltd. will arrange a site visit to assess the property or premises and determine the specific requirements which will require its own set of terms and conditions.

If the Client wishes to schedule additional cleaning services, they shall inform Sistermatic Cleaning Ltd., in advance of the desired clean date. The Client should notify Sistermatic Cleaning Ltd. of any additional services when scheduling their Biohazard clean to ensure proper allocation of time and resources.

The pricing shall be determined based on the scope of work required, and an estimate or quote shall be provided to the Client by Sistermatic Cleaning Ltd. Upon request.

Sistermatic Cleaning Ltd. will make reasonable efforts to accommodate the Client's request at a mutually agreed-upon date and time.

4. Access to Property

- In order, to enable Sistermatic Cleaning Ltd. to undertake the services, the Client agrees to give to Sistermatic Cleaning Ltd. a key and/or details of any relevant access codes. If the Client has an alarm and if a code is not provided to Sistermatic Cleaning Ltd., it is expected that the alarm will be turned off on the days that the services are to be provided. The Client will explain all alarm and security measures to Sistermatic Cleaning Ltd.'s management and representatives prior to the commencement of services if these measures affect access to the facilities.
- Sistermatic Cleaning Ltd. agrees to keep any details of keys and access codes strictly confidential and take all reasonable steps to ensure the security of any physical keys and access codes. Sistermatic Cleaning Ltd. accepts no liability of any nature for any losses that may arise from the Client's provision of any key and/or access details and the Client hereby indemnifies Sistermatic Cleaning Ltd. in respect of any losses that may be sustained as a result, however caused.
- If Sistermatic Cleaning Ltd. is prevented from gaining access to the Client' property to carry out work as arranged, the time lost to Sistermatic Cleaning Ltd. shall be considered to be 1 hour per employee involved and Sistermatic Cleaning Ltd. reserves the right to invoice the Client accordingly.
- Upon the termination of this Agreement, whether by mutual agreement, or termination notice, the Client will promptly retrieve any keys or access codes provided to Sistermatic Cleaning Ltd.
- In the event of loss, damage, or unauthorized use of the keys or access codes provided by the Client, Sistermatic Cleaning Ltd. shall promptly notify the Client. The Client will be responsible for any costs associated with replacing or rekeying locks, if necessary.
- Sistermatic Cleaning Ltd. shall use the provided keys and access codes exclusively for the purpose of performing biohazard cleaning services as specified in this Agreement. Access will only be granted during agreed-upon cleaning times.
- The Client agrees to promptly notify Sistermatic Cleaning Ltd. of any changes to access codes or security arrangements related to the premises. Sistermatic Cleaning Ltd. shall update its records accordingly.
- Both parties acknowledge that access to the Client's property carries inherent risks. The Client agrees to indemnify and hold Sistermatic Cleaning Ltd. harmless for any claims or losses arising from the use of keys or access codes, except in cases of gross negligence or wilful misconduct by Sistermatic Cleaning Ltd.
- In the event, that keys are lost by Sistermatic Cleaning Ltd. Cleaning Technicians while in the course of performing cleaning services, Sistermatic Cleaning Ltd. shall be responsible for covering the costs associated with key replacement or locksmith fees.
- The liability of Sistermatic Cleaning Ltd. for key replacement or locksmith fees shall be limited to a maximum of £125 per location where the loss of keys occurs. Any costs exceeding this limit shall be the responsibility of Sistermatic Cleaning Ltd.
- The Client agrees to inform Sistermatic Cleaning Ltd. of any incident where an accident, breakage, damage to property has occurred due to the act of the Cleaning Technician within 24 hours of the completed service. Any claims reported later than 24 hours after the scheduled biohazard cleaning services will not be considered. If a report of damage is made on a Saturday it must be reported by Monday, 12:00 p.m to be accepted as a valid claim. Sistermatic Cleaning Ltd. may require entry to the location of the claim within 24 hours to correct or assess the damage. All incidents including photographic evidence of the damage where applicable must be reported via mail to: enquiries@sistermaticcleaning.co.uk
- Upon receiving a complaint, Sistermatic Cleaning Ltd. will acknowledge receipt within 48 hours and aim to resolve the issue as swiftly as possible. Clients may be asked to provide additional information, such as photographs or detailed descriptions, to assist in the investigation. The resolution process may take up to 5 working days, depending on the complexity of the complaint. Sistermatic Cleaning Ltd. will communicate the progress and resolution steps to the Client throughout the process.

5. Rectification

If the Client has a concern regarding the quality of the service provided, he or she is obliged to immediately raise that concern, and in any event no later than 24 hours of the service being provided. If the concern is justified, Sistermatic Cleaning Ltd. will arrange for the re-cleaning or rectification of the area under dispute for no additional charge. The Client will remain liable to pay for hours worked by Sistermatic Cleaning Ltd. and providing the initial services (other than those hours

spent rectifying the concern) and no refund will be offered by Sistermatic Cleaning Ltd.

6. Mode of Service

In supplying the Services, Sistermatic Cleaning Ltd. shall:

- a) perform the Services with reasonable care and skill;
- b) perform the Services in accordance with the service and service description set out in clause 3 respectively; and
- c) shall observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Client's premises and have been communicated to Sistermatic Cleaning Ltd., provided that Sistermatic Cleaning Ltd. shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

7. Staff and Safeguarding

- a) Staff Status: Sistermatic Cleaning Ltd. employs a team of trained and vetted cleaning technicians who are dedicated to delivering high-quality biohazard cleaning services.
- b) DBS Checks: All Cleaning Technicians are subject to Disclosure and Barring Service (DBS) checks to ensure suitability for work in environments such as homes, schools and businesses.
- c) Sistermatic Cleaning Ltd. will comply with all health and safety regulations, including the use of required PPE. To maintain discretion and avoid unnecessary alarm, PPE will be donned inside the property whenever feasible. However, safety and regulatory compliance will take precedence where immediate action is required.

8. Subcontracting and liability

Sistermatic Cleaning Ltd. reserves the right to subcontract certain services, such as specialized cleaning tasks (e.g., oven cleaning, carpet cleaning), to trusted third-party contractors. Regardless of subcontracting arrangements, Sistermatic Cleaning Ltd. remains the primary contractor and will invoice the Client directly for all services provided. All contractors and third-party providers are vetted and required to adhere to the same standards of quality and professionalism expected from Sistermatic Cleaning Ltd.

By engaging Sistermatic Cleaning Ltd., the Client agrees that:

- a) Sistermatic Cleaning Ltd. assumes full liability for the performance of the subcontracted services, including any claims, damages, or disputes arising from these services.
- b) any issues related to the quality of service, insurance claims, or damages will be managed by Sistermatic Cleaning Ltd., and the Client will not be required to pursue the subcontractor directly.
- c) Sistermatic Cleaning Ltd. will coordinate with the subcontractor to resolve any concerns on behalf of the Client, ensuring a seamless service

9. Client's Obligations

- a) The client shall cooperate with Sistermatic Cleaning Ltd. in all matters relating to the Services;
- b) The client shall provide, free of charge, all necessary electricity, hot water and other facilities, which may be required to enable Sistermatic Cleaning Ltd. to carry out the work. All fragile, breakable and/or high value (whether sentimental or expensive) items must be secured or removed before each service is provided by Sistermatic Cleaning Ltd. and Sistermatic Cleaning Ltd. takes no responsibility for any damage caused to such items;
- c) The client shall provide, for Sistermatic Cleaning Ltd., its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by Sistermatic Cleaning Ltd.;
- d) The client shall provide, in a timely manner, such information as Sistermatic Cleaning Ltd. may reasonably require, and ensure that it is accurate and complete in all material respects; and
- e) If Sistermatic Cleaning Ltd.'s performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Sistermatic Cleaning Ltd. shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay;
- f) Shall be entitled to payment of the Charges despite any such prevention or delay; and

- g) Shall be entitled to recover any additional costs, charges or losses Sistermatic Cleaning Ltd. sustains or incurs that arise directly or indirectly from such prevention or delay.
- h) For the safety and security of both the Client and Sistermatic Cleaning Ltd., the Client must disclose the presence of any surveillance cameras or recording devices inside the property or on the premises before the cleaning service begins. Sistermatic Cleaning Ltd. reserves the right to request that cameras or recording devices located in areas where cleaning is being conducted are turned off or deactivated during the service. Failure to disclose the presence of such devices may result in the termination of services, and the Client will still be responsible for payment for any completed work.
- i) The client agrees to promptly disclose any known or suspected hazards, contaminants, or dangerous substances present on the premises that may affect the safety or success of the biohazard cleaning process. This includes providing Sistermatic Cleaning Ltd. with accurate information about the nature of the biohazardous incident, any hazardous materials or chemicals involved, and any previous cleaning attempts or treatments. Failure to disclose such critical information may lead to inadequate cleaning, ineffective results, and potential risks to Sistermatic Cleaning Ltd. personnel and the public.
- j) The client shall inform Sistermatic Cleaning Ltd. of any specific safety precautions or protocols that must be followed while providing the biohazard cleaning services. If the client has specific safety requirements for Sistermatic Cleaning Ltd. personnel while on-site, such as the use of personal protective equipment (PPE), the client must communicate these requirements in advance.
- k) The client shall ensure that the biohazard cleaning services comply with all applicable laws, regulations, and industry standards.
- l) The client shall provide relevant safety information and guidelines regarding the premises to ensure the safety of Sistermatic Cleaning Ltd. personnel during the cleaning process.
- m) If the premises require specific permits or permissions for the provision of biohazard cleaning services, the client shall obtain such permissions before Sistermatic Cleaning Ltd. commences work.

10. Insurance

Sistermatic Cleaning Ltd. shall provide the Client with a copy of its public liability insurance policy upon request. The Client may request this information to verify the coverage held by Sistermatic Cleaning Ltd.

11. Excess Payment Responsibility

- a) In the event that a claim is made against Sistermatic Cleaning Ltd.'s insurance policy, and such claim results in a deductible or excess payment ("Excess"), the Client acknowledges and agrees that it shall be responsible for reimbursing Sistermatic Cleaning Ltd. for the Excess amount, up to a maximum of £250 per claim.
- b) The Client acknowledges that the purpose of this Excess responsibility is to encourage responsible and reasonable claims and to minimize claims for minor or low-value damages.

12. Charges and Payment

- a) General Payment Terms:
 - In consideration for the provision of the Services, the Client shall pay Sistermatic Cleaning Ltd. charges in accordance with the Agreement.
 - All amounts payable by the Client exclude amounts in respect of value added tax (VAT).
- b) Invoicing and Payment Obligations:
 - Sistermatic Cleaning Ltd will issue an invoice to the Client immediately upon the completion of biohazard cleaning services.
 - The client is responsible for paying the invoice total to the correct bank account within the payment terms assigned. Sistermatic Cleaning Ltd. will assume no responsibility for payments made to incorrect accounts.
 - The client shall notify Sistermatic Cleaning Ltd. of any invoicing discrepancies within 5 working days of receiving the invoice. Failure to raise concerns or discrepancies within this time will result in the invoice being payable in full.
 - All amounts due under the Contract from the Client to Sistermatic Cleaning Ltd. shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- c) Payment Terms for Commercial Clients:
 - Business Clients of Sistermatic Cleaning Ltd. are granted a 30-day payment term from the invoice date.

- Full payment is required within the specified 30-day term unless otherwise agreed upon in writing by both Sistermatic Cleaning Ltd. and the business Client.
- Any additional charges incurred during the provision of biohazard cleaning services will be added to the final invoice and subject to the same payment terms.

d) Payment Terms for New Business Clients and Private Clients:

- A 50% deposit is required at the time of scheduling for both New business clients and Private clients with the remaining 50% payable upon completion of the biohazard cleaning services for Private Clients while the remaining 50% for new business Clients is due within the 30-day term after services are completed.

e) Payment Terms for Recurring Contracts:

- For Clients with recurring biohazard cleaning contracts, Sistermatic Cleaning Ltd will provide a detailed pricing schedule, covering the scope of services, service frequency, and associated costs.
- The pricing schedule will outline each service, frequency, and cost for the relevant billing period.
- Invoices for recurring contracted services will be issued on the 1st of each month, covering charges for the upcoming billing cycle.
- Payment for recurring contracted services is due within 30 days of the invoice date, with the payment deadline specified on the invoice.
- Sistermatic Cleaning Ltd reserves the right to adjust prices for recurring contracted services, providing the Client with 30 days' advance notice in writing.

f) Late Payments and Interest:

- If the Client fails to make any payment due to the Sistermatic Cleaning Ltd. under the Contract by the due date for payment, then, without limiting the Contractor's remedies under clause 18 (Termination) Sistermatic Cleaning Ltd. may charge interest on the overdue amount.
- Failure to make payment within 30 days may result in the application of late payment charges and interest. Sistermatic Cleaning Ltd. reserves the right to charge interest on overdue sums at a rate of 4% above the Bank of England's base rate from the due date until full payment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- Sistermatic Cleaning Ltd may suspend any ongoing or future services, projects, or contracts with the Client if payment is overdue. Suspension will not be deemed a failure in Sistermatic Cleaning Ltd's obligations and standard charges will still apply.

g) Debt Recovery and Legal action:

- If Sistermatic Cleaning Ltd. must pursue legal action due to the Client's non-payment, the Client will be responsible for all costs incurred by Sistermatic Cleaning Ltd, including full indemnity for all disbursements.
- Should a debt collection agency be engaged to recover overdue payments, a fee of £300.00 will be applied to cover additional costs on top of the outstanding balance.

h) Service Adjustments and Unforeseen Circumstances

- In the event that the assigned Cleaning Technicians are unable to work due to sickness or other unforeseen circumstances, Sistermatic Cleaning Ltd. will make reasonable efforts to provide replacement staff. If replacement Cleaning Technicians cannot be arranged, Sistermatic Cleaning Ltd. will offer to reschedule the Service at another time mutually agreed between the Client and Sistermatic Cleaning Ltd.
- Any modifications to pricing or service scope will be communicated in writing and will take effect from the next billing cycle following the notice period

By entering into this Agreement, the Client grants Sistermatic Cleaning Ltd. the right to use these selected photographs under the outlined conditions, without further notice or compensation.

Sistermatic Cleaning Ltd. will implement strict measures to protect the privacy, dignity, and anonymity of the Client and any occupants of the premises. Sensitive, personal, or identifiable details will not be disclosed in any photographs.

14. Limitation of Liability

Sistermatic Cleaning Ltd. shall not be liable for any damage or adverse effects resulting from pre-existing conditions, including structural defects, untreated mould, or previously damaged surfaces or materials.

While reasonable care is taken to mitigate risks, Sistermatic Cleaning Ltd. shall not be liable for adverse reactions, infections, or health-related issues arising from pre-existing biological hazards that cannot be entirely eliminated.

In no event shall Sistermatic Cleaning Ltd. be liable for any consequential, indirect, special, or punitive damages, or for any loss of personal property, income, or data, even if Sistermatic Cleaning Ltd. has been advised of the possibility of such damages.

Notwithstanding the above, this limitation of liability shall not apply to claims arising from gross negligence or wilful misconduct by Sistermatic Cleaning Ltd.

15. Non-Circumvention and Non-Solicitation

- Client agrees not to directly or indirectly engage in any transaction, business dealings, or communication with any third party introduced by Sistermatic Cleaning Ltd.'s for the purpose of avoiding payment or bypassing Sistermatic Cleaning Ltd.'s in any way. The Client further agrees not to make any attempt to circumvent Sistermatic Cleaning Ltd.'s by dealing directly with any suppliers, subcontractors, or service providers that Sistermatic Cleaning Ltd.'s has introduced.
- The Client agrees that, during the term of this agreement and following its termination, the Client will not, directly or indirectly, solicit, hire, or engage any employee, contractor, or service provider of Sistermatic Cleaning Ltd.'s, nor will they encourage any such individual to leave Sistermatic Cleaning Ltd.'s employment or terminate their contract with Sistermatic Cleaning Ltd.'s.
- In the event of a breach of this clause, the Client agrees that Sistermatic Cleaning Ltd.'s shall be entitled to seek injunctive relief, and/or claim damages, including but not limited to, the loss of business, loss of profits, and any legal fees incurred.

16. Data Protection

- Sistermatic Cleaning Ltd. will collect and process personal data from the Client in accordance with UK data protection laws, including the General Data Protection Regulation (GDPR). Information such as your name, address, email, and telephone number will be collected for our scheduling system, Booking Koala, and used for scheduling services, sending reminders, and managing communications related to the cleaning services.
- Sistermatic Cleaning Ltd. is committed to protecting the privacy of its Clients. The Client's personal data will only be used for the following purposes:
 - Providing the Services agreed under this Contract;
 - Sending marketing emails about services, special offers, or updates (with the option to unsubscribe);
 - Sharing data with third-party agencies strictly for debt recovery purposes in cases of non-payment or unresolved invoices, as required by law.
- By providing their email address, the Client consents to receive marketing emails from Sistermatic Cleaning Ltd. The Client may opt out at any time by clicking the "unsubscribe" link in any marketing email or by contacting Sistermatic Cleaning Ltd. directly.
- The Client has the right to review, update, or request deletion of their personal data at any time by contacting Sistermatic Cleaning Ltd.

17. Termination

- The contract period for the biohazard cleaning services provided by Sistermatic Cleaning Ltd. shall commence on the date specified in the service agreement or quotation and shall continue until the completion of the agreed-upon services as outlined in the scope of work.

13. Photographic Samples

- The Client acknowledges that Sistermatic Cleaning Ltd. will take photographs of specific areas of work, before and after the biohazard cleaning services. Such photographs are intended for internal purposes; to document the work completed for accountability purposes, staff training and marketing.
- The photographs will only be used in promotional or portfolio materials where the content is suitable and devoid of graphic, sensitive, or distressing imagery. For example, images of mould remediation or decontaminated areas may be included, but photographs of traumatic scenes (e.g., suicides or severe biohazard incidents) will not be utilized.
- A maximum of one "before" and one "after" photograph will be taken and considered for use, emphasizing discretion and professionalism.

- b) The contract period may be extended if mutually agreed upon in writing by both parties. Any extension will be subject to the terms and conditions in effect at the time of the extension.
- c) Sistermatic Cleaning Ltd. will make reasonable efforts to complete the biohazard cleaning services within the agreed timeframe. However, unforeseen circumstances, changes in scope, or other factors may affect the duration of the contract period.
- d) The Client reserves the right to terminate the contract for biohazard cleaning services before the completion of the agreed-upon services by providing written notice to Sistermatic Cleaning Ltd., specifying the termination date and reasons for early termination.
- e) In the event of early termination by the Client, Sistermatic Cleaning Ltd. shall be entitled to compensation for the full invoice amount, including services rendered, expenses incurred, and any reasonable termination fees, as outlined in the terms and conditions.
- f) Sistermatic Cleaning Ltd. reserves the right to terminate the contract before the completion of services under the following circumstances:
 - Client Breach: If the Client breaches any terms and conditions outlined in the contract, Sistermatic Cleaning Ltd. may terminate the contract with immediate effect and without liability.
 - Extreme Safety Concerns: If Sistermatic Cleaning Ltd. determines that continuing the biohazard cleaning services poses a significant safety risk to its personnel or the public beyond the agreed scope or nature of the service.
- g) In the event of early termination by Sistermatic Cleaning Ltd., written notice will be provided to the Client, outlining the reasons for termination and the termination date.
- h) If the termination is due to a breach by the Client, the Client shall be liable for any costs, damages, or losses incurred by Sistermatic Cleaning Ltd. as a result of the breach.
- i) Upon completion of the biohazard cleaning services, Sistermatic Cleaning Ltd. will issue a final invoice to the Client, detailing the total amount due for the completed services, any additional charges, and applicable taxes.
- j) The Client shall make the final payment in accordance with the agreed-upon payment terms.

18. General

a) Force Majeure

Sistermatic Cleaning Ltd. shall not be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control including but not limited to, acts of God, acts of civil authorities, acts of military, authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances

b) Assignment and Other Dealings

The Client shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without Sistermatic Cleaning Ltd.'s prior written consent.

Sistermatic Cleaning Ltd. may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

During the period commencing on the Services Start Date and for one year following the end of this Agreement, the Client shall not, without Sistermatic Cleaning Ltd.'s prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of Sistermatic Cleaning Ltd. or its subcontractors; or (ii) hire, on behalf of the Client or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with Sistermatic Cleaning Ltd. or its subcontractors.

c) Confidentiality

Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, Clients, subcontractors or Contractors of the other party or of any member of the group to which the other party belongs, except as permitted by clause 22c.

Each party may disclose the other party's confidential information: to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's

obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

d) Variation

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

e) Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

f) Severance

if any provision or part-provision of the Contract is or becomes invalid illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

g) Notices

Any notice given to a party in connection with the Agreement shall be given in writing, by post or e-mail. It is the Client's responsibility to ensure acknowledgment of the notice.

h) Third party rights

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

i) Governing law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

j) Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

k) Updates to these Terms and Conditions

These Terms and Conditions may be updated from time to time. Any such changes will be communicated to the Client with at least 1 calendar months' notice via email.