

TRIXY CLEAN TERMS AND CONDITIONS

These Terms and Conditions constitute a legally binding Agreement between the Contractor and the Client (each a "Party" and together the "Parties").

DEFINITIONS

"Agreement" – means these terms and conditions as updated from time to time and made available at Trixy Clean's website: <https://trixyclean.com/terms-and-conditions>

"Client" – means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 as specified in the Schedule to whom the cleaning and pet care services are supplied by the Contractor.

"Contractor" – means the person specified in the Schedule carrying out the Services.

"Schedule" – means the document attached to or referenced in this Agreement that sets out the specific details of the Services to be provided by the Contractor to the Client.

"Service" – means the cleaning and pet care services as specified in the Schedule carried out by the Contractor.

1. TERM OF AGREEMENT

- 1.1. The term of this Agreement (the "Term") shall commence on the Start Date specified in the Schedule and shall continue in full force either until the Services have been completed (where the Services are one-off), until the End Date specified in the Schedule, or until this Agreement is otherwise terminated in accordance with its terms.
- 1.2. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide seven (7) days' written notice to the other Party.
- 1.3. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
- 1.4. This Agreement may be terminated at any time by mutual agreement of the Parties.
- 1.5. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

2. PERFORMANCE

- 2.1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

3. CURRENCY

- 3.1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in Great British Pound (GBP).

4. PAYMENT

- 4.1. The Contractor will charge the Client for the Services at the rate specified in the Schedule (the "Payment").
- 4.2. The Client shall be invoiced either on a weekly basis or upon completion of the Services,

where the Services are provided as a one-off.

- 4.3. Invoices submitted by the Contractor to the Client are due upon receipt.
- 4.4. The Payment as stated in this Agreement does not include Value Added Tax. Any Value Added Tax required will be charged to the Client in addition to the Payment.
- 4.5. The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.
- 4.6. The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National Insurance, income tax and any other form of taxation or social security costs.
- 4.7. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement unless such expenses have been expressly approved in advance in writing by both the Client and the Contractor.

5. INTEREST ON LATE PAYMENTS

- 5.1. Interest payable on any overdue amounts under this Agreement is charged at a rate of 8.50% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

6. CONFIDENTIALITY

- 6.1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- 6.2. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised by the Client or as required by law. The Contractor further agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any personal information of the Client, without the prior written consent of the Client. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

7. RETURN OF PROPERTY

- 7.1. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

8. CAPACITY/INDEPENDENT CONTRACTOR

- 8.1. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

9. AUTONOMY

- 9.1. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

10. EQUIPMENT

- 10.1. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all equipment, accessories, chemicals, solvents, cleaning fluids, workwear and any other supplies necessary to deliver the Services in accordance with the Agreement.

11. NO EXCLUSIVITY

- 11.1. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

12. NOTICE

- 12.1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the addresses listed in the Schedule, or to such other address as either Party may from time to time notify the other.

13. INDEMNIFICATION

- 13.1. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

14. MODIFICATION OF AGREEMENT

- 14.1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

15. TIME OF THE ESSENCE

- 15.1. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

16. ASSIGNMENT

- 16.1. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the

Client.

17. ENTIRE AGREEMENT

17.1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

18. ENUREMENT

18.1. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

19. TITLES/HEADINGS

19.1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

20. GENDER

20.1. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

21. GOVERNING LAW

21.1. This Agreement will be governed by and construed in accordance with the laws of England.

22. SEVERABILITY

22.1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

23. WAIVER

23.1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.